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June 10, 2016

Via E-mail

The Honorable Pamela A.M. Campbell
Civil Division, Section 11
St. Petersburg Judicial Building
545 1st Avenue North, Room 300
St. Petersburg, Florida 33701

Re: *Bollea v. Gawker, et al.*
Case No. 12012447-CI-011
Request for Emergency Hearing

Dear Judge Campbell:

Unfortunately, we will not be able to provide the Court with the proposed Order Your Honor requested at the hearing earlier today. The reasons are as follows:

In connection with the Gawker Media, LLC Bankruptcy case filed today, a Temporary Restraining Order (“TRO”) was issued in favor of Mr. Denton and Mr. Daulerio related to this case (**Exhibit A**). Please note that the TRO was modified significantly by Judge Sean Lane. The TRO does **not** restrain this case as a whole, and does **not** prohibit “further action” in this case. Judge Lane also declined to extend the automatic stay in this case to Mr. Denton and Mr. Daulerio. The TRO **only** prohibits “taking steps to execute or to enforce” the Final Judgment. At this point, we are concerned that submitting the proposed Order to Your Honor may constitute a “step.”

We do, however, want to make Your Honor aware of events which transpired over the past several days which we believe are important, and may be able to address formally in the future.

On **June 9, 2016**, at 1:00 p.m., Defendants filed their Motion for Stay. In the motion, Defendants offered to pledge Denton’s stock in Gawker Media Group, Inc.¹ (“GMGI”), as security against Mr. Bollea’s \$140.1 million Final Judgment, in order to stay execution pending appeal. The Motion for Stay asserts that “Mr. Denton is prepared, on behalf of all three Defendants, to pledge *all* of those shares as security for any judgment that Plaintiff might ultimately obtain in this case following an appeal.” (Motion for Stay p. 8). Citing to Plaintiff’s expert’s valuation of Denton’s 29.52% ownership interest in GMGI, the Motion for Stay states:

¹ GMGI is a privately-owned holding company based in the Cayman Islands whose sole assets are 100% of the equity in two subsidiaries – Gawker Media, LLC and Kinja, KFT.

100 North Tampa Street, Suite 1900, Tampa Florida 33602

Telephone: (813) 443-2199 / Facsimile: (813) 443-2193

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{BC00092751:1}

“Mr. Denton is prepared to provide security that Plaintiff’s expert valued at \$81 million...[and]... the Court should exercise its discretion to accept Mr. Denton’s shares as security in exchange for staying execution of the judgment against Defendants pending their appeal. (Motion to Stay p. 9)

In support of the Motion for Stay, Defendants filed the **sworn** affidavit of Denton, attached as **Exhibit B**. The Affidavit was signed **June 9, 2016**, and states as follows:

7. As security for the appeal in the above-captioned matter, I am willing to pledge the entirety of my interest in GMGI.

8. I respectfully request that the Court deem that full ownership interest to be adequate security to stay the judgment pending appeal.

At the hearing held at 9:00 a.m. on June 10, 2016, counsel for Defendants argued their Motion for Stay. During the hearing, counsel represented to the Court that it should accept the pledge of Denton’s GMGI stock (and options) as adequate security in exchange for a stay of execution pending appeal. Counsel also offered to pledge Daulerio’s GMGI stock. Mr. Bollea agreed to accept the pledge of Denton’s and Daulerio’s stock and options in exchange for a temporary stay of execution pending appeal, subject to certain reasonable conditions suggested by the Motion for Stay and other reasonable conditions expressly permitted under Florida law. Those conditions are for the most part memorialized in a proposed order Mr. Bollea provided to opposing counsel and the Court during the hearing, attached as **Exhibit C**.

After the Court granted a recess for counsel for Defendants to discuss the proposed conditions with their clients, counsel for Defendants returned and refused to agree to the conditions proposed by Mr. Bollea. At that point, the Court orally granted Defendants’ Motion for Stay on a temporary basis subject to further proceedings specially set for July 6, 2016 (based upon the representations therein and affidavits in support), accepted the pledge of Denton’s and Daulerio’s GMGI stock and options in exchange, and directed the undersigned to revise Mr. Bollea’s proposed order and resubmit it to the Court today.

At 12:44 p.m. on June 10, 2016 (immediately following the hearing), Gawker Media, LLC filed a voluntary petition (“Petition”) under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court of the Southern District of New York (Case No. 16-11700). A copy of the Petition is attached as **Exhibit D**. On page 5 of the Petition, Denton certifies, as of **June 9, 2016 (the same day he signed his affidavit in support of the Motion for Stay)**, that on **June 7, 2016 (two days before Defendants’ Motion for Stay was filed and Denton signed his affidavit)**, Gawker Media, LLC has adopted Resolutions, with the consent of its sole member, GMGI, to approve the filing of a voluntary petition under Chapter 11 of the Bankruptcy Code. The Resolutions were executed by Heather Dietrick (“Dietrick”), for GMGI, as sole member of Gawker Media, LLC.

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Notably, page 15 of the Petition (“Schedule 1”) provides that **GMGI** and Kinja, KFT “On the date hereof...has filed or will file a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York.” (emphasis added.)

Also on the afternoon of June 10, 2016, GMGI issued a press release, attached as **Exhibit E**, announcing that it has entered into an asset purchase agreement to sell its assets to Ziff Davis. On June 10, 2016, at 11:17 a.m. (immediately after the June 10, 2016 hearing concluded), Denton tweeted “our sites will thrive – under new ownership – and we’ll win in court.” (See **Exhibit F**.)

It appears that, **before** they filed their Motion for Stay, **before** Denton swore to and filed his affidavit, and **before and during** the June 10, 2016 hearing, Denton, Daulerio, Ms. Dietrick and their counsel, had actual knowledge that GMGI’s asset sale and bankruptcy were imminent. Thus, at the time they pledged Denton and Daulerio’s GMGI stock as security, and convinced Mr. Bollea to accept the GMGI stock as security, and convinced this Court to approve the pledge of GMGI stock as security for a stay of execution pending appeal, Denton, Daulerio, Dietrick and their counsel apparently knew that the GMGI stock would immediately be worthless.

“The integrity of the civil litigation process depends on truthful disclosure of facts.” Morgan, 993 So.2d at 253-54, citing Cox, 706 So.2d 43, 47 (Fla. 5th DCA 1998). “**Revealing only some of the facts does not constitute ‘truthful disclosure’.**” Id. at 254 emphasis added); citing Metro Dade County v. Martinsen, 736 So.2d 794 (Fla. 3d DCA 1999).

Here, it appears that material facts associated with the security pledged in exchange for a request, which this Court orally granted, to stay execution of a \$140.1 million Final Judgment, were withheld. The GMGI stock they pledged appears to be worthless, and at the time they asked this Court for the extraordinary relief of staying execution without having to post a “good and sufficient bond” required under Florida law, they appear to have known the stock was worthless.

We felt it important to let Your Honor know about these issues. As always, Your Honor’s attention to these matters is greatly appreciated.

Respectfully,

BAJO | CUVA | COHEN | TURKEL



Shane B. Vogt

Enclosures

cc: Counsel of record via email

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

Chapter 11

Gawker Media, LLC,¹

Case No. 16-11700 (SMB)

Debtor.

Gawker Media, LLC,

Plaintiff,

v.

Adv. Pro. No. 16-01085 (SMB)

Meanith Huon; Ashley Terrill; Teresa Thomas; Shiva
Ayyadurai; Terry Gene Bollea; Charles C. Johnson;
and Got News LLC,

Defendants.

TEMPORARY RESTRAINING ORDER

Upon the Complaint filed in the above-captioned adversary action on June 10, 2016; the accompanying *Ex Parte* Motion for a Temporary Restraining Order; the memorandum of law in support thereof; the supporting Declaration of William D. Holden; and the Declaration of Michael S. Winograd, it is hereby:

ORDERED that, pursuant to sections 105 and 362(a) of title 11 of the United States Code, Rule 65 of the Federal Rules of Civil Procedure, made applicable hereto by Rule 7065 of the Federal Rules of Bankruptcy Procedure, and Rule 7001(7) of the Federal Rules of Bankruptcy Procedure:

a. ~~the Action captioned *Bollea v. Gawker Media, LLC, et al.*, No. 12012447-CI-011 (Fla. 6th Jud. Cir. Pinellas Cty.) (the “Bollea Litigation”)~~ is hereby temporarily restrained

¹ The last four digits of the taxpayer identification number of the Debtor, Gawker Media, LLC, are 0492. The Debtor’s corporate headquarters is located at 114 Fifth Avenue, 2d Floor, New York, New York 10011.

~~and enjoined as against (A) Nick Denton, and (B) A.J. Daulerio, pending the Court's hearing and ruling on the Debtor's Motion for a Preliminary Injunction and/or Extension of the Automatic Stay, concurrently filed herewith (the "PI Motion"); and [SHL 6/10/16]~~

b. Defendant Terry Gene Bollea is hereby temporarily restrained and enjoined from taking further action in the ~~Bollea Litigation as against (A) Mr. Denton, or (B) A.J. Daulerio, or from otherwise seeking~~ **taking steps to execute or to enforce any judgment entered in the Action captioned *Bollea v. Gawker Media, LLC, et al.*, No. 12012447-CI-011 (Fla. 6th Jud. Cir. Pinellas Cty.)** as against (A) Mr. Denton, or (B) A.J. Daulerio, pending the Court's hearing and ruling on the **Debtor's Motion for a Preliminary Injunction and/or Extension of the Automatic Stay, concurrently filed herewith;** and [SHL 6/10/16]

c. ~~the automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby extended to stay the Bollea Litigation as against (A) Mr. Denton, and (B) A.J. Daulerio, pending the Court's hearing and ruling on the PI Motion.~~ [SHL 6/10/16]

Dated: New York, New York
June 10, 2016

/s/ Sean H. Lane @ 2:23 PM
UNITED STATES BANKRUPTCY JUDGE

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

TERRY GENE BOLLEA professionally
known as HULK HOGAN,

Plaintiff,

vs.

Case No.: 12012447-CI-011

GAWKER MEDIA, LLC aka
GAWKER MEDIA; et al.,

Defendants.

AFFIDAVIT OF NICK DENTON

I, Nick Denton, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief.

1. I make this affidavit for the purpose of providing to the Court information about my present financial circumstances and in support of Defendants' Motion for Stay of Execution of Judgment Pending Appeal.

2. As has been previously documented in this litigation, my principal asset is my ownership interest in Gawker Media Group, Inc. ("GMGI").

3. I have a retirement account whose current value is \$91,707.14 (see Ex. 1), a brokerage account whose current value is \$13.50 (see Ex. 2), a personal banking account whose current value is \$5,078.64 (see Ex. 3), and a joint bank account with my spouse whose value is \$3,661.71 (see Ex. 4). I also recently opened a second personal banking account which contains \$45,000 that I withdrew from my retirement account to pay for living expenses. See Ex. 5.

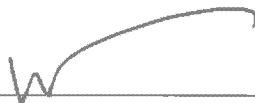
4. I own a condominium. The mortgage balance on the condominium is \$1,751,278.93. See Ex. 6. The most recent appraisal I received for the condominium was \$4,250,000. See Ex. 7. I understand that Plaintiff has obtained an appraisal for a somewhat higher value.

5. I recently began seeking to rent the condominium so that I can move into a less expensive home and have money to support myself and my spouse.

6. Turning to my principal asset, I own 45,024,060 shares and options of GMGI out of 152,519,607 total shares and options, or 29.52% of the company. GMGI is a privately-owned holding company based in the Cayman Islands whose sole assets are 100% of the equity in two subsidiaries – Gawker Media, LLC and Kinja, KFT – and a bank account whose current balance is \$7,769.48

7. As security for the appeal in the above-captioned matter, I am willing to pledge the entirety of my interest in GMGI.


8. I respectfully request that the Court deem that full ownership interest to be adequate security to stay the judgment pending appeal.



Nick Denton

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing Affidavit of Nick Denton was SWORN TO AND SUBSCRIBED before more this ___ day of June 2016.



Notary Public, State of New York

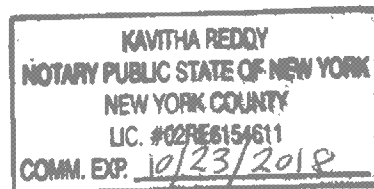


EXHIBIT 1

to the

Affidavit of Nick Denton



Gawker Media 401(k) Plan

NICK G DENTON
76 CROSBY STREET
2B
NEW YORK, NY 10012-0000

Retirement Savings Statement

Customer Service: (800) 835-5097
Fidelity Investments Institutional Operations
Company, Inc.
82 Devonshire Street
Boston, MA 02109

Your Account Summary

Statement Period: 05/01/2016 to 05/31/2016

Beginning Balance	\$140,351.86
Your Contributions	\$625.00
Employer Contributions	\$625.00
Withdrawals	-\$50,000.00
Fees	-\$134.11
Change in Market Value	\$239.39
Ending Balance	\$91,707.14
Additional Information	
Vested Balance	\$91,707.14
Outstanding Loan Balance	\$50,000.00

Loans are an asset of your account but are not included in your ending balance or reflected in your asset allocation.

Your Personal Rate of Return

This Period **0.6%**

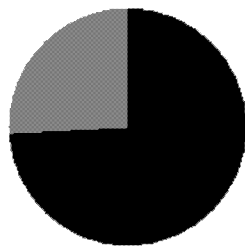
Your Personal Rate of Return is calculated with a time-weighted formula, widely used by financial analysts to calculate investment earnings. It reflects the results of your investment selections as well as any activity in the plan account(s) shown. There are other Personal Rate of Return formulas used that may yield different results. Remember that past performance is no guarantee of future results.

Your Asset Allocation

Statement Period: 05/01/2016 to 05/31/2016

Why is This Important?

e-Learning: Learn about asset allocation.



Your account is allocated among the asset classes specified above as of 05/31/2016. Percentages and totals may not be exact due to rounding.

The Additional Fund Information section lists the underlying allocation of your blended funds.

Market Value of Your Account

Statement Period: 05/01/2016 to 05/31/2016

Displayed in this section is the value of your account for the statement period, in both shares and dollars.

Investment	Shares	Shares	Price	Price	Market Value	Market Value
	as of 04/30/2016	as of 05/31/2016	as of 04/30/2016	as of 05/31/2016	as of 04/30/2016	as of 05/31/2016
Blended Investment*					\$140,351.86	\$91,707.14
AF Trgt Date 2030 R6	11,346.149	7,371.957	\$12.37	\$12.44	\$140,351.86	\$91,707.14
Account Totals					\$140,351.86	\$91,707.14

Remember that a dividend payment to fund shareholders reduces the share price of the fund, so a decrease in the share price for the statement period does not necessarily reflect lower fund performance.

*You have invested a portion of your account in Blended Funds. Blended Funds generally invest in a mixture of stocks, bonds and short-term investments, blending long-term growth from stocks with income from dividends and interest. Please refer to the [Additional Fund Information](#) section to see how your blended funds are allocated across the three asset classes.

Please refer to NetBenefits and other Plan information, such as your SPD, for a description of your right to direct investments under the Plan. For information on any plan restrictions on those rights, please contact your benefits office.

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals. Visit the Department of Labor website <http://www.dol.gov/ebsa/investing.html> for information on individual investing and diversification.

Some of the administrative services performed for the Plan were underwritten from the total operating expenses of the Plan's investment options.

Your Contribution Elections as of

As of 06/08/2016

This section displays information related to your contributions.

Your Current Investment Elections as of 06/08/2016

Investment Option	Current %
Blended Investment*	
AF TRGT DATE 2030 R6	100%
Total	100%

Your Contribution Summary

Statement Period: 05/01/2016 to 05/31/2016

Contributions	Roth Deferral	Safe Harbor Nonelective
Period to date	\$625.00	\$625.00
Inception To Date	\$8,750.00	\$8,750.00
Vested Percent	100%	100%
Total Account Balance	\$28,411.79	\$63,295.35
Total Vested Balance	\$28,411.79	\$63,295.35

Your Account Activity

Statement Period: 05/01/2016 to 05/31/2016

Use this section as a summary of transactions that occurred in your account during the statement period.

[Detailed Transaction History](#)

Activity	AF Trgt Date 2030 R6	Total
Beginning Balance	\$140,351.86	\$140,351.86
Your Contributions	\$625.00	\$625.00
Employer Contributions	\$625.00	\$625.00
Withdrawals	-\$50,000.00	-\$50,000.00
Administrative Fees	-\$109.11	-\$109.11
Overnight Mailing Fee	-\$25.00	-\$25.00
Change in Market Value	\$239.39	\$239.39
Ending Balance	\$91,707.14	\$91,707.14

Your Loan Activity

Statement Period: 05/01/2016 to 05/31/2016

Use this section to verify that Fidelity's records of your information are up-to-date.

Loan ID#	Loan Date	Loan Amount	Balance on 04/30/2016	Principal Paid This Period	Balance on 05/31/2016	Interest Paid This Period
LOAN 1	05/03/2016	\$50,000.00	\$0.00	\$0.00	\$50,000.00	\$0.00

Total	\$50,000.00	\$0.00	\$0.00	\$50,000.00	\$0.00
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Additional Fund Information

As of 06/08/2016

Use this section to determine the asset allocation of your blended investments.

Blended Investment	Stocks	Bonds	Short Term / Other
AF Trgt Date 2030 R6	74%	18%	8%

Blended investments generally invest in more than one asset class. The blended investment asset allocation above reflects the stated neutral mix or, if not available, the asset mix reported by Morningstar, Inc. for mutual funds or by investment managers for non-mutual funds.

Questions? Call [\(800\) 835-5097](tel:8008355097)

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IA=2 UM=1 PT=3 AT=2 DC=1 SZ=5

EXHIBIT 2

to the

Affidavit of Nick Denton



Envelope # BBSDMBBBLFHP

NICHOLAS GUIDO DENTON
76 CROSBY ST APT 2B
NEW YORK NY 10012-3957

Your Portfolio Value: **\$13.50**

Portfolio Change from Last Period: **▶ 0**

	This Period	Year-to-Date
Beginning Portfolio Value	\$13.50	\$13.50
Subtractions	-	-1.04
Change in Investment Value *	-	1.04
Ending Portfolio Value **	\$13.50	\$13.50

- * Appreciation or depreciation of your holdings due to price changes plus any distribution and income earned during the statement period.
- ** Excludes unpriced securities.

Contact Information

Online	Fidelity.com
FAST sm -Automated Telephone	(800) 544-5555
Customer Service	(800) 544-6666

Your core account was changed to symbol SPAXX. Your January &/or February statement incorrectly reflected this as a subtraction in your account. Be assured that monies were not withdrawn. We apologize for any confusion.





Portfolio Summary

Accounts Included in This Report

Page	Account Type/Name	Account Number	Beginning Value	Ending Value
	GENERAL INVESTMENTS			
4	FIDELITY ACCOUNT NICHOLAS G DENTON - INDIVIDUAL	REDACTED	\$1.04	\$1.04
6	FIDELITY® CASH MANAGEMENT ACCOUNT NICHOLAS G DENTON - INDIVIDUAL	REDACTED	12.46	12.46
	Ending Portfolio Value		\$13.50	\$13.50

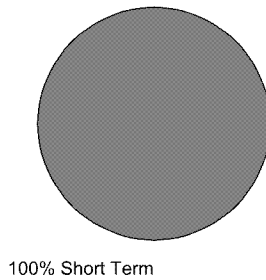
Total Portfolio Trades Apr 2015 - Mar 2016: 0

Portfolio Summary (continued)

Top Holdings

Description	Value	Percent of Portfolio
FDIC Insured Deposit At Fifth Third BK Not Covered	\$12	92%
Fidelity Tax-Exempt Money Market	1	8
Total	\$13	100%

Asset Allocation



Asset Class	Percent of Portfolio
Short Term	100%

IMPORTANT: If you have any unsettled trades pending, the asset allocation presented above may be materially impacted and, depending on the size and scope of such unsettled trades, rendered unreliable. Asset allocation includes Other Holdings and Assets Held Away when applicable. Please note that, due to rounding, percentages may not add to 100%. For further details, please see "Frequently Asked Questions" at Fidelity.com/Statements.

Account Value: **\$1.04**

Account # REDACTED
NICHOLAS GUIDO DENTON - INDIVIDUAL

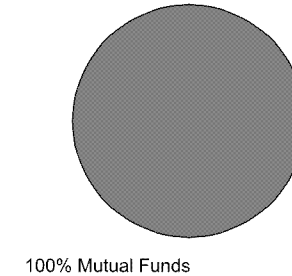
Change in Account Value **► \$0.00**

	This Period	Year-to-Date
Beginning Account Value	\$1.04	\$1.04
Subtractions	-	-1.04
Exchanges Out	-	-1.04
Change in Investment Value *	0.00	1.04
Ending Account Value	\$1.04	\$1.04

Total Account Trades Apr 2015 - Mar 2016: 0

* Appreciation or depreciation of your holdings due to price changes plus any distribution and income earned during the statement period.

Account Holdings



<u>Holding Type</u>	<u>Value</u>	<u>Percent of Account</u>
Mutual Funds	\$1	100%
Ending Market Value of Holdings	\$1	100%

Please note that, due to rounding, percentages may not add to 100%.

Top Holdings

<u>Description</u>	<u>Value</u>	<u>Percent of Account</u>
Fidelity Tax-Exempt Money Market	\$1	100%
Total	\$1	100%



Holdings

Account # REDACTED
NICHOLAS GUIDO DENTON - INDIVIDUAL

Mutual Funds

Description	Quantity	Price Per Unit	Total Market Value	Est. Annual Income (EAI)	Est. Yield (EY)
Short-Term Funds					
FIDELITY TAX-EXEMPT MONEY MARKET (FMOXX) -- 7-day yield: 0.01%	1.040	\$1.000	\$1.04	-	-
Total Short-Term Funds (100% of account holdings)			\$1.04	-	-
Total Mutual Funds (100% of account holdings)			\$1.04	-	-
Total Holdings			\$1.04	\$0.00	



Account Value: **\$12.46**

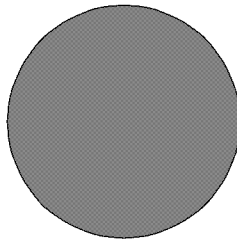
Account # REDACTED
 NICHOLAS GUIDO DENTON - INDIVIDUAL

Change in Account Value **▶ \$0.00**

	This Period	Year-to-Date
Beginning Account Value	\$12.46	\$12.46
Ending Account Value	\$12.46	\$12.46

Total Account Trades Apr 2015 - Mar 2016: 0

Account Holdings



100% Core Account

Holding Type	Value	Percent of Account
Core Account	\$12	100%
Ending Market Value of Holdings	\$12	100%

Please note that, due to rounding, percentages may not add to 100%.

Top Holdings

Description	Value	Percent of Account
FDIC Insured Deposit At Fifth Third BK Not Covered	\$12	100%
Total	\$12	100%



Holdings

Account #REDACTED
 NICHOLAS GUIDO DENTON - INDIVIDUAL

Core Account

Description	Quantity	Price Per Unit	Total Market Value	Est. Annual Income (EAI)	Est. Yield (EY)
FDIC INSURED DEPOSIT AT FIFTH THIRD BK	12.460	\$1.000	\$12.46	-	-
<small>q NOT COVERED BY SIPC (QPIAQ) -- Interest rate: 0.07%^h</small>					
Total Core Account (100% of account holdings)			\$12.46	-	
Total Holdings			\$12.46	\$0.00	

^h The stated Interest Rate is the interest rate effective for Cash Balances in your FDIC-Insured Deposit Sweep on the last day of the statement period.

^q Customers are responsible for monitoring their total assets at the Program Bank to determine the extent of available FDIC insurance. Subject to the terms of the customer agreement, customers are reminded that funds are swept to a Program Bank on the business day following the date that funds are credited to your account and until swept to a Program Bank, funds are covered by SIPC. For additional information, please see the FDIC-Insured Deposit Sweep Disclosures on Fidelity.com.

Additional Information and Endnotes

- ▶ Fidelity is required by the Securities Exchange Act of 1934 to provide certain financial information from the Statement of Financial Condition of National Financial Services LLC (NFS). At December 31, 2015, NFS, an affiliate of Fidelity Brokerage Services LLC, had net capital of \$3,377 million, which was 13.81% of aggregate debit items and exceeded its minimum requirement by \$2,888 million. To acquire the Statement of Financial Condition of National Financial Services LLC (NFS), log on to Fidelity.com. If you wish to obtain a copy of this document at no cost, or have any questions regarding its contents, please call Fidelity at 800-544-6666.
- ▶ Securities purchased on margin are the firm's collateral for the loan to you. The actual amount you can borrow and the firm's margin maintenance requirements may vary depending on the firm's internal margin policies which exceed the margin requirements of FINRA and NYSE. The firm's margin policies are subject to review and revision at any time in the firm's sole discretion. The firm reserves the right to alter the terms on your margin loan at any time to comply with changes in the firm's policies. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, the firm can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with the member, in order to maintain the required equity in the account. It is important that you fully understand the risks involved in trading securities on margin.

The risks include the following: IMPORTANT: (1) YOU CAN LOSE MORE FUNDS THAN YOU DEPOSIT IN THE MARGIN ACCOUNT. (2) THE FIRM CAN FORCE THE SALE OF SECURITIES OR OTHER ASSETS IN YOUR ACCOUNT(S). (3) THE FIRM CAN SELL YOUR SECURITIES OR OTHER ASSETS WITHOUT CONTACTING YOU. (4) YOU ARE NOT ENTITLED TO CHOOSE WHICH SECURITIES OR OTHER ASSETS IN YOUR ACCOUNT(S) ARE LIQUIDATED OR SOLD TO MEET A MARGIN CALL. (5) THE FIRM CAN INCREASE ITS "HOUSE" MAINTENANCE MARGIN REQUIREMENTS AT ANY TIME AND IS NOT REQUIRED TO PROVIDE YOU ADVANCE WRITTEN NOTICE. (6) YOU ARE NOT ENTITLED TO AN EXTENSION OF TIME ON A MARGIN CALL.

For more information about your statement, please refer to our **Frequently Asked Questions** document at Fidelity.com/statements.



Information About Your Fidelity Statement

TDD Service for the Hearing-Impaired Call 800-544-0118, 9 am - 9 pm ET, 7 days a week.

Lost or Stolen Cards For 24-Hour worldwide customer service, call 800-529-2164 for American Express or 800-323-5353 for VISA® Gold Check Card.

Additional Investments with Fidelity Make checks payable to Fidelity Investments. Include your account number on the check. For retirement and health savings accounts (HSA), designate in the memo field whether your contribution is for the current or prior year. Mail checks or other inquiries to: Fidelity Investments, P.O. Box 770001, Cincinnati, OH 45277-0003.

Income Summary Shows income by tax status for the statement and year-to-date periods. Except for interest income earned on, or distributed by, tax-exempt securities, Fidelity reports dividends and capital gains held in taxable accounts as taxable income. A portion of income reported as tax-exempt income may be subject to alternative minimum taxes and/or state and local taxes. In Traditional IRAs, Rollover IRAs, SEP-IRAs, SIMPLE IRAs and Keoghs, earnings are reported as tax-deferred income. In Roth IRAs and HSAs, earnings are reported as tax-exempt income as they may be federally tax-exempt if certain conditions are met.

Cost Basis, Gain/Loss, and Holding Period Information NFS is required to report certain cost basis and holding period information to the IRS on Form 1099-B. Unless otherwise specified, NFS applies the average cost method for open-end mutual funds and the first-in, first-out (FIFO) method for all other securities. Cost basis is adjusted for wash sales on securities with the same CUSIP held in the same account (unless your account receives mark-to-market reporting). Your statement may not reflect all adjustments required for tax purposes. Customers should consult their tax advisors for further information.

Cost Fidelity provides purchase cost information for securities held in retirement and HSA accounts. Such information may be adjusted for certain transactions and does not reflect dividends or capital gains reinvestments. Fidelity reports transaction profit or loss information when securities are sold within a retirement or HSA account. Transaction profit or loss is calculated by subtracting purchase cost from sales proceeds using the FIFO method if shares were purchased at different times or prices. **Statement Mailing** We deliver statements at least four times during the calendar year for any account with a balance.

Additional Information About Your Brokerage Account, If Applicable

Free credit balances (FCB) are funds payable to you on demand. FCB are subject to open commitments such as uncleared checks and exclude proceeds from sales of certificated securities without delivery of the certificate. If your FCB is swept to a core position, you can liquidate the core position and have the proceeds sent to you or held in your account subject to the terms of your account agreement. Required rule 10b-10(a) information not contained herein will be provided on written request. **Assets Separate from Your Brokerage Account** Only securities in the margin portion of your brokerage account contribute to margin and maintenance requirements. Other Assets, which may be reported on your statement, including insurance products that are distributed by FBS and Fidelity Insurance Agency, Inc. and mutual fund only accounts held directly with the fund (Fidelity Mutual Fund Accounts) are not carried by NFS, not covered by the Securities Investor Protection Corporation (SIPC) and do not count toward your margin and maintenance requirements. Assets held in brokerage accounts managed by Strategic Advisers, Inc. (SAI) are carried by NFS and covered by SIPC but do not contribute to your margin and maintenance requirements. **Short Account Balances** Securities sold short are held in a segregated short account. These securities are marked-to-market for margin purposes, and any increase or decrease from the previous week's value is transferred weekly to your margin account. Fidelity represents your short account balance as of the last weekly mark-to-market, not as of the statement end date.

Information About Your Option Transactions Each transaction confirmation previously delivered to you contains full information about commissions and other charges, and such information is available promptly upon request. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description is available upon request. Short positions in American-style options are liable for assignment anytime. The writer of a European-style option is subject to exercise assignment only during the exercise period. For more information, please call Fidelity at 800-544-6666. **Equity Dividend Reinvestment** Shares credited to your account resulted from transactions by FBS acting as agent for your account, or the Depository Trust Company (DTC). **Price Information/Total Market Value** The Total Market Value has been calculated out to 9 decimal places; however, the individual unit price is displayed in 5 decimal places. The Total Market Value represents prices obtained from various sources, may be impacted by the frequency with which such prices are reported and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes, but when such quotes are not available the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for fixed income securities, may be based on certain minimum principal amounts (e.g. \$1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. The prices provided are not firm bids or offers. Certain securities may reflect N/A or unavailable where the price for such security is generally not available from a pricing source. The Market Value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the value at which the security may be sold or purchased based on various market factors. The sale or redemption of any fixed income security prior to maturity may result in a loss. Prices for Certificates of Deposits (CDs) on your statement are generally estimates and are not based on actual market prices. The secondary market for CDs is generally illiquid. You should always request a current valuation for your securities prior to making a financial decision or placing an order.

Statement Discrepancies Please review your statement and report any inaccuracies or discrepancies. Inquiries, concerns or questions regarding your brokerage account or the activity therein should be directed to FBS by calling 800-544-6666, and NFS, who carries your brokerage accounts, by calling 866-408-1138. Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act (SIPA).

Material Changes Please advise us of material changes in your investment objectives or financial situation related to your brokerage account(s).

Mutual Funds and Performance An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund. Before investing, consider the funds' investment objectives, risks, charges and expenses. Contact Fidelity for a prospectus containing this information. Read it carefully. Performance data shown represents past performance and is no guarantee of future results. Investment return and principal value will fluctuate, so you may have a gain or loss when shares are sold. Current performance may be higher or lower than that quoted. Visit Fidelity.com/performance for most recent month-end performance.

Sales Loads & Fees Each fund reserves the right to terminate or modify its exchange privilege in the future. In connection with (i) access to, purchase or redemption of, and/or maintenance of positions in mutual funds and other investment products ("funds") or (ii) platform infrastructure needed to support such funds, some funds, or their investment affiliates, pay FBS and/or NFS sales loads and 12b-1 fees described in the prospectus as well as additional compensation for shareholder services, platform infrastructure support and maintenance, and other programs. Additional information about the source(s) and amount(s) of compensation as well as other remuneration received by FBS or NFS will be furnished to you upon written request. At the time you purchase shares of funds those shares will be assigned either a load, transaction fee (TF) or no transaction fee (NTF) status. When you subsequently sell those shares, any fees applicable to your transaction will be assessed based on the status assigned to the shares at the time of purchase.

Executing Orders on the Floor of the NYSE The Floor broker may permit the specialist to trade on parity with the order for some or all of the executions associated with filling that order, where such permission would not be consistent with the broker's best execution obligations. **Agency Trades** Individual securities trades placed for your Fidelity® Personalized Portfolios account are completed on an agency basis by FBS.

SIPC Securities in accounts carried by NFS, a Fidelity Investments company, are protected in accordance with the SIPC up to \$500,000 (including cash claims limited to \$250,000). For details, including the SIPC brochure, please see www.sipc.org or call 1-202-371-8300. NFS has arranged for additional protection for cash and covered securities to supplement its SIPC coverage. Neither coverage protects against a decline in the market value of securities.

Fidelity Investments Fidelity Distributors Corporation (FDC) is the distributor for Fidelity Funds with marketing and shareholder services provided by FBS or NFS. **Brokerage services are provided by FBS, which clears all transactions through its affiliate, NFS. NFS carries all brokerage accounts. FBS and NFS are members of the NYSE and SIPC.** FBS, NFS, and FDC are direct or indirect subsidiaries of FMR LLC. Upon written request, Fidelity will mail an NFS financial statement, which is also available for inspection at its office. Fidelity Investments (with pyramid logo) is a trademark of FMR LLC.

SAI Services Fidelity Portfolio Advisory Service®, Fidelity® Strategic Disciplines, Fidelity Wealth Management AdvisorySM, and BlackRock® Diversified Income Portfolio are services provided by SAI, a registered investment adviser and a Fidelity Investments company. Fidelity GoSM is a service provided by SAI and Geode Capital Management LLC, an unaffiliated registered investment adviser. Fidelity® Personalized Portfolios may be provided through the following Fidelity Investments companies: SAI, Fidelity Personal Trust Company, FSB (FPTC), a federal savings bank, or Fidelity Management Trust Company (FMTC). Non-deposit investment products and trust services offered through FPTC and FMTC and their affiliates are not insured or guaranteed by the FDIC or any other government agency, are not obligations of any bank, and are subject to risk, including possible loss of principal. **These advisory services are provided for a fee.**

Ratings Information from Standard & Poors ("S&P") may not be reproduced. S&P credit ratings are statements of opinion and are not statements of fact or recommendations to purchase, hold, or sell securities, nor do they address the suitability of securities for investment purposes, and should not be relied on as investment advice. S&P does not guarantee the accuracy, completeness, timeliness or availability of any information, including ratings, and is not responsible for errors or omissions (negligent or otherwise). S&P gives no express or implied warranties, including but not limited to any warranties of merchantability or fitness for a particular purpose or use. S&P shall not be liable for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including lost income or profits and opportunity costs) in connection with any use of ratings.

Miscellaneous Mutual fund shares, other securities held in your account, and insurance products are neither deposits nor obligations of, nor endorsed or guaranteed by, any bank or other depositing institution, nor are they federally insured by the FDIC or any other agency. If you request a reprint of your statement, the disclosure information may not be the same as the information originally provided. To confirm that an authorized, direct deposit has been made to your Fidelity Account or Fidelity Mutual Fund Account, call Fidelity at 1-800-544-5555.

588130.21.0

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EXHIBIT 3

to the

Affidavit of Nick Denton



JPMorgan Chase Bank, N.A.
P O Box 6076
Newark, DE 19714 - 6076

Primary Account: REDACTED

For the Period 4/13/16 to 5/11/16



REDACTED

MR NICHOLAS G A DENTON
76 CROSBY ST
APT 2B
NEW YORK NY 10012-3957



Banking Account(s)

Table of Contents	Page
Consolidated Summary	2
Private Client Checking Plus	3
Private Client Savings Plus	7

J.P. Morgan Team

Charles R Kennedy	(877) 200-4409
Gary Dwight Ellis	
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: www.morganonline.com	



Primary Account: REDACTED

For the Period 4/13/16 to 5/11/16

Consolidated Summary

Assets	Account Number	Prior Period Value	Current Period Value	Change In Value
Checking				
Private Client Checking Plus	REDACTED	38.03	2,991.20	2,953.17
Savings				
Private Client Savings Plus	REDACTED	7,087.19	2,087.44	(4,999.75)
Total Assets		\$7,125.22	\$5,078.64	(\$2,046.58)

All Summary Balances shown here are as of May 11, 2016 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy. Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates.

EXHIBIT 4

to the

Affidavit of Nick Denton



JPMorgan Chase Bank, N.A.
P O Box 6076
Newark, DE 19714 - 6076

Primary Account: REDACTED

For the Period 4/30/16 to 5/31/16



REDACTED

NICK DENTON AND
DERRENCE WASHINGTON JTWROS
76 CROSBY ST APT 2B
NEW YORK NY 10012-3957



REDACTED

Banking Account(s)

Table of Contents	Page
Consolidated Summary	2
Private Client Checking Plus	3
Private Client Savings	6
Check Images	7

J.P. Morgan Team

Charles R Kennedy	(877) 200-4409
Gary Dwight Ellis	
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: www.morganonline.com	



Primary Account: REDACTED

For the Period 4/30/16 to 5/31/16

Consolidated Summary

Assets	Account Number	Prior Period Value	Current Period Value	Change In Value
Checking				
Private Client Checking Plus	REDACTED	29.56	3,661.71	3,632.15
Savings				
Private Client Savings	REDACTED	0.12	0.16	0.04
Total Assets		\$29.68	\$3,661.87	\$3,632.19

All Summary Balances shown here are as of May 31, 2016 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy. Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates.

EXHIBIT 5

to the

Affidavit of Nick Denton

HSBC

RECEIPT

The date and amount of your transaction are shown below.

DEPOSIT
Credit Account:
Credit Amount:
Check(s):

REDACTED

USD45,000.00
USD45,000.00

25May2016 Br:029 B637 Ref:FE02 - 00101

EXHIBIT 6

to the

Affidavit of Nick Denton

J.P.Morgan



jpmorganonline.com
J.P. Morgan Mobile
 Make a Payment, view activity, set up alerts or paperless



Customer Service **1-866-312-7534**
Includes 24/7 Automated Response
 Monday - Friday 8 a.m. - 10 p.m. (ET)
 Saturday 8 a.m. - 8 p.m. (ET)
 Sunday 8 a.m. - 5 p.m. (ET)
Hearing Impaired Service (TTY) **1-800-582-0542**



REDACTED
 NICHOLAS GUIDO ANTHONY DENTON
 76 CROSBY ST APT 2B
 NEW YORK NY 10012-3957

Loan Number REDACTED
 Statement Date 05/24/2016
 Property Address 76 Crosby St
 2B
 New York, NY 10012

Total Amount Due \$14,985.12
Payment Due Date 06/01/2016

A late charge of \$283.50 may apply if received after 06/16/2016.

Original Principal Balance \$2,000,000.00
 Unpaid Principal Balance \$1,751,278.93
 Interest Rate 3.37500%
 Escrow Balance \$1,922.22

Your Unpaid Principal Balance is not a payoff quote.

Principal \$9,249.73
 Interest \$4,925.47
 Escrow Payment (Taxes and/or Insurance) \$809.92

Monthly Payment \$14,985.12

Prior Fees/Charges \$0.00

Fees/Charges Since Last Statement \$0.00

Total Amount Due \$14,985.12

	Paid Since Last Statement	Paid Year-to-Date
Principal	\$9,223.79	\$45,860.97
Interest	\$4,951.41	\$25,015.03
Escrow Payment (Taxes and/or Insurance)	\$809.92	\$4,049.60
Fees/Advances/Other Balances	\$283.50	\$283.50
Total	\$15,268.62	\$75,209.10

Transaction Date	Description	Total Received	Principal	Interest	Escrow	Fees	Unapplied Funds
05/17/2016	DISB TO MORTGAGOR PAID				\$19,612.44		
05/23/2016	PAYMENT	\$15,268.62	\$9,223.79	\$4,951.41	\$809.92	\$283.50	

You can visit jpmorganonline.com to access your account information, our latest proprietary research, online banking services, and more. If you have any questions about your mortgage loan, please call us at 1-866-312-7534.

Servicemember Protections You may be entitled to certain legal rights and protections if you or any owner or occupant of your home are or recently were on active duty or active service as a federal or state Military Servicemember, or if you're a dependent of such a Servicemember. For more information, please call us at 1-877-469-0110, 1-318-340-3308 if you're calling from overseas, or 1-800-582-0542 for TTY services.

Page 1 of 1 00004 RE DA CT ED

▼ Please detach and return the bottom portion of this statement with your payment using the enclosed envelope. ▼

REDACTED

J.P.Morgan

Check box if address change is documented on the back.

NICHOLAS GUIDO ANTHONY DENTON
 Loan Number REDACTED
 Total Amount Due \$14,985.12
 Payment Due Date 06/01/2016

J.P.MORGAN
 PO BOX 78420
 PHOENIX AZ 85062-8420

Please tell us how you want us to apply your funds. Make your check or money order payable to J.P.Morgan and write your loan number on it. Please do not send post-dated checks or cash.

Monthly Payment \$ (\$14,985.12)

Late Charges \$ (\$0.00)

Fees Due \$ (\$0.00)

Additional Principal \$

Additional Escrow \$

Total Amount Enclosed \$

A late charge of \$283.50 may apply if received after 06/16/2016.

REDACTED



Contact Information

Customer Service Inquiries

J.P. Morgan
P.O. Box 24696
Columbus, OH 43224-0696

Insurance Claim Correspondence

J.P. Morgan
Attn: Insurance Claims
P.O. Box 47607
Atlanta, GA 30362
Telephone: 1-866-742-1461
Fax: 1-678-475-8899

Overnight Payoffs

J.P. Morgan
Attn: Dept. PP-7456
3415 Vision Drive
Columbus, OH 43219-6009

Exclusive Address for Notices of Error, Information Requests, and Qualified Written Requests

J.P. Morgan
P.O. Box 183166
Columbus, OH 43218-3166

Insurance Policies & Bills

J.P. Morgan
P.O. Box 47020
Atlanta, GA 30362-7020
Telephone: 1-877-530-8951
Fax: 1-678-475-8799

Property Tax Questions

J.P. Morgan
P.O. Box 961227
Fort Worth, TX 76161-0227
Telephone: 1-877-314-6353

Pennsylvania Property Taxes: Please send us your tax bill to the address above.
All other states: You don't need to send us your tax bill.

Request for Mortgage Assistance

J.P. Morgan
P.O. Box 469030
Glendale, CO 80246

Please note that you may update your homeowners or flood insurance information online at MyCoverageInfo.com. When you are prompted, please use PIN Number CMM8620.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

Overnight Payment

J.P. Morgan
6716 Grade Lane
Building 9, Suite 910
Attn: P.O. Box 9001871
Louisville, KY 40213-1407

You have the right to dispute the accuracy of the credit information reported by writing to us at the Customer Service Inquiries address listed above. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Payment Information

There are multiple ways you can make your monthly payment:

- **Automatic payments-** Sign up for automatic payments at jpmorganonline.com so you won't have to worry about making your mortgage payments on time.
- **J.P. Morgan MobileSM app** - Make your mortgage payment directly from your smartphone. Visit jpmorgan.com/mobile to download the J.P. Morgan Mobile app. Message and data rates may apply.
- **J.P. Morgan OnlineSM Bill Pay** - Log in to jpmorganonline.com to schedule a payment with no service charge.
- **Pay by phone-** Call 1-800-848-9136 to use our free automated service and authorize a one-time deduction from your bank account.
- **By mail or in person-** Mail your payment or stop by any J.P. Morgan branch. Remember to include the payment coupon from your statement.

If you do not make your mortgage payment on time or request services from J.P. Morgan, you may be charged fees. Those fees may include those shown in your loan documents, provided by law, or related to the services provided. The fee structure may change without notice except where prohibited by law. J.P. Morgan commonly imposes an Insufficient Funds Fee of \$25.00. Other fees may be charged for services provided. Fees may not be applicable to certain products and may be limited by law.

Loan Payoff Information

The Unpaid Principal Balance on your statement is not a payoff quote. Payoff quotes are available by logging into your account on jpmorganonline.com. You can also request a quote anytime through our 24-hour automated phone service by calling 1-877-505-2894.

Important Bankruptcy Information

If you or your account is subject to pending bankruptcy proceedings, or if you received a bankruptcy discharge, this statement is for informational purposes only and is not an attempt to collect a debt.



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If so, please update your information online at jpmorganonline.com, where you can also view your recent account activity. Alternatively, you may check the box on the front of this payment coupon and fill in the correct information below.

When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

Customer Name _____

()

Customer Cell Phone _____

Customer Name _____

()

Customer Cell Phone _____

Street Address _____

()

Home Phone _____

Street Address _____

()

Business Phone _____

City _____

State _____

ZIP _____

Email Address _____



EXHIBIT 7

to the

Affidavit of Nick Denton

CONDOMINIUM UNIT #2B



LOCATED AT

76 Crosby St
New York, NY 10012
BLOCK: 497 LOT: 1103

FOR

JPMORGAN CHASE BANK, NA
201 NORTH CENTRAL AVENUE, FLOOR:05
PHOENIX, AZ 85004-0073

AS OF

11/30/2015

BY

BARRY M. LIPPE
KENNETH H LIPPE SRA /VALUTRON APPRAISAL SERVICES INC
P.O. BOX 340
ROSLYN HEIGHTS, NY 11577
(516) 621-4477
KENLIPPE@VALUTRON.COM
NYS GEN CERT #46-1231 EXP 10/21/17

Individual Condominium Unit Appraisal Report

APPRAISAL REPORT
File # 76CROSBYST#2B-11/15-2

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT	Property Address	76 Crosby St	Unit #	2B	City	New York	State	NY	Zip Code	10012	
	Borrower	DENTON, NICK		Owner of Public Record	DENTON, NICHOLAS		County	NEW YORK			
	Legal Description	BLOCK: 497 LOT: 1103									
	Assessor's Parcel #	497-1103			Tax Year	2015		R.E. Taxes \$	12,793		
	Project Name	BAYARD HOUSE CONDOMINIUM		Phase #	1		Map Reference	4-W-17		Census Tract	0049.00
	Occupant	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> Vacant	Special Assessments \$	0		HOA \$	3,411		<input type="checkbox"/> per year <input checked="" type="checkbox"/> per month
	Property Rights Appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)									
	Assignment Type	<input type="checkbox"/> Purchase Transaction <input checked="" type="checkbox"/> Refinance Transaction <input type="checkbox"/> Other (describe)									
	Lender/Client	JPMORGAN CHASE BANK, NA		Address	201 NORTH CENTRAL AVENUE, FLOOR:05, PHOENIX, AZ 85004-0073						
	Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
Report data source(s) used, offering price(s), and date(s). STREETEASY.COM/OWNER											

CONTRACT	I <input type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.										
	Contract Price \$	Date of Contract		Is the property seller the owner of public record?			<input type="checkbox"/> Yes <input type="checkbox"/> No	Data Source(s)			
	Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No										
If Yes, report the total dollar amount and describe the items to be paid.											

Note: Race and the racial composition of the neighborhood are not appraisal factors.

NEIGHBORHOOD	Neighborhood Characteristics			Condominium Unit Housing Trends			Condominium Housing			Present Land Use %		
	Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	2 %
Built-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	2 %	
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	500	Low	0	Multi-Family	70 %
Neighborhood Boundaries	SEE ADDENDUM							34,000	High	175	Commercial	26 %
								3,200	Pred.	90	Other	%
Neighborhood Description	SEE ADDENDUM											
Market Conditions (including support for the above conclusions)	SEE ADDENDUM											

PROJECT SITE	Topography	LEVEL		Size	50' X 117.19' X 49.9' X 114.23'			Density	GOOD			View	N;CtyStr;	
	Specific Zoning Classification	"M1-5B" RESID'L PERMIT.			Zoning Description	SEE ADDENDUM.								
	Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming - Do the zoning regulations permit rebuilding to current density?			<input type="checkbox"/> Yes <input type="checkbox"/> No									
		<input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)												
	Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe													
	Utilities	Public	Other (describe)		Public	Other (describe)		Off-site Improvements - Type			Public	Private		
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Water	<input checked="" type="checkbox"/>		Street			MACADAM	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Sanitary Sewer	<input checked="" type="checkbox"/>		Alley			NONE	<input type="checkbox"/>	<input type="checkbox"/>		
FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FEMA Flood Zone	X		FEMA Map #	3604970201F		FEMA Map Date	09/05/2007				
Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe														
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe														
THERE ARE NO APPARENT ADVERSE EASEMENTS OR ENCROACHMENTS EXISTING THAT WOULD LIMIT THE SUBJECT'S MARKETABILITY.														

PROJECT INFORMATION	Data source(s) for project information	PUBLIC RECORDS / MANAGING COMPANY											
	Project Description	<input type="checkbox"/> Detached <input type="checkbox"/> Row or Townhouse <input type="checkbox"/> Garden <input type="checkbox"/> Mid-Rise <input type="checkbox"/> High-Rise <input checked="" type="checkbox"/> Other (describe) LOFT											
	General Description	General Description	Subject Phase			If Project Completed			If Project Incomplete				
	# of Stories	5	Exterior Walls	BRICK		# of Units	6		# of Phases	1		# of Planned Phases	
	# of Elevators	1	Roof Surface	B.U.CM		# of Units Completed	6		# of Units	6		# of Planned Units	
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed		Total # Parking	N/A		# of Units For Sale	0		# of Units for Sale	0		# of Units for Sale	
	<input type="checkbox"/> Under Construction		Ratio (spaces/units)	N/A		# of Units Sold	6		# of Units Sold	6		# of Units Sold	
	Year Built	1884	Type	N/A		# of Units Rented	0		# of Units Rented	0		# of Units Rented	
	Effective Age	20	Guest Parking	N/A		# of Owner Occupied Units	6		# of Owner Occupied Units	6		# of Owner Occupied Units	
	Project Primary Occupancy	<input checked="" type="checkbox"/> Principal Residence <input type="checkbox"/> Second Home or Recreational <input type="checkbox"/> Tenant											
Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
Management Group -	<input type="checkbox"/> Homeowners' Association <input type="checkbox"/> Developer <input checked="" type="checkbox"/> Management Agent - Provide name of management company. THE ANDREWS												
ORGANIZATION - STEVE O'CONNELL - 212-529-5688													
Does any single entity (the same individual, investor group, corporation, etc.) own more than 10% of the total units in the project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Describe													
Was the project created by the conversion of existing building(s) into a condominium? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the original use and date of conversion.													
THE ORIGINAL USE WAS A WAREHOUSE BUILDING. IT WAS REHABBED AND CONVERTED TO CONDO UNITS ON 11/8/2001.													
Are the units, common elements, and recreation facilities complete (including any planned rehabilitation for a condominium conversion)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe													
Is there any commercial space in the project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe and indicate the overall percentage of the commercial space.													
14%; THERE IS 1 COMMERCIAL UNIT ON THE GROUND FLOOR, THE MOMA DESIGN STORE, THAT IS 14,437 SF AND IS 14.437% OF THE COMMON INTEREST.													

Individual Condominium Unit Appraisal Report

APPRAISAL REPORT
File # 76CROSBYST#2B-11/15-2

PROJECT INFORMATION	Describe the condition of the project and quality of construction. THE CONDITION OF THE PROJECT IS VERY GOOD, THE QUALITY OF CONSTRUCTION IS EXCELLENT. THE UNIT MIX, AND APPEAL TO THE MARKET IS GOOD.	
	Describe the common elements and recreational facilities. VIDEO-INTERCOM, DOORMAN	
	Are any common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe the rental terms and options.	
	Is the project subject to a ground rent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, \$ _____ per year (describe terms and conditions)	
	Are the parking facilities adequate for the project size and type? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe and comment on the effect on value and marketability. THERE IS NO PARKING GARAGE IN THE SUBJECT BUILDING, WHICH IS TYPICAL FOR OTHER SIMILAR BUILDINGS IN THE AREA.	
PROJECT ANALYSIS	I <input type="checkbox"/> did <input checked="" type="checkbox"/> did not analyze the condominium project budget for the current year. Explain the results of the analysis of the budget (adequacy of fees, reserves, etc.), or why the analysis was not performed. SEE ADDENDUM	
	Are there any other fees (other than regular HOA charges) for the use of the project facilities? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, report the charges and describe.	
	Compared to other competitive projects of similar quality and design, the subject unit charge appears <input checked="" type="checkbox"/> High <input type="checkbox"/> Average <input type="checkbox"/> Low If High or Low, describe SEE ADDENDUM	
	Are there any special or unusual characteristics of the project (based on the condominium documents, HOA meetings, or other information) known to the appraiser? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe and explain the effect on value and marketability.	
UNIT DESCRIPTION	Unit Charge \$ 3,411 per month X 12 = \$ 40,932.00 per year Annual assessment charge per year per square feet of gross living area = \$ 16.01	
	Utilities included in the unit monthly assessment <input type="checkbox"/> None <input checked="" type="checkbox"/> Heat <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Cable <input type="checkbox"/> Other (describe)	
	General Description	Interior materials/condition
	Floor # 2ND/FLOOR	Floors HW/CEMNT/GD
	# of Levels 1	Walls VCNT.PLSTR/GD
	Heating Type HVAC Fuel GAS	Trim/Finish WOOD/GD
	<input checked="" type="checkbox"/> Central AC <input type="checkbox"/> Individual AC	Bath Wainscot CER.TILE/WD/GD
	<input type="checkbox"/> Other (describe)	Doors SOLID CORE/GD
	Amenities	
	Appliances	
Car Storage		
Fireplace(s) # 0		
WoodStove(s) # 0		
Deck/Patio NONE		
Porch/Balcony NONE		
Other NONE		
Refrigerator <input checked="" type="checkbox"/>		
Range/Oven <input checked="" type="checkbox"/>		
Disp <input type="checkbox"/> Microwave <input checked="" type="checkbox"/>		
Dishwasher <input checked="" type="checkbox"/>		
Washer/Dryer <input checked="" type="checkbox"/>		
None <input checked="" type="checkbox"/>		
Garage <input type="checkbox"/> Covered <input type="checkbox"/> Open <input type="checkbox"/>		
# of Cars 0		
Assigned <input type="checkbox"/> Owned <input type="checkbox"/>		
Parking Space # 0		
Finished area above grade contains: 5 Rooms 1 Bedrooms 2.0 Bath(s) 2,556 Square Feet of Gross Living Area Above Grade		
Are the heating and cooling for the individual units separately metered? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe and comment on compatibility to other projects in the market area.		
Additional features (special energy efficient items, etc.) CAC		
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3;Kitchen-remodeled-six to ten years ago;Bathrooms-remodeled-six to ten years ago;THE SUBJECT IS IN OVERALL GOOD RENOVATED CONDITION. - SEE ADDENDUM		
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe THERE ARE NO APPARENT ADVERSE CONDITIONS EXISTING THAT WOULD LIMIT THE SUBJECT'S MARKETABILITY.		
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe THE SUBJECT CONFORMS TO THE NEIGHBORHOOD WITH RESPECT TO STYLE, CONDITION, QUALITY OF CONSTRUCTION, AND FUNCTIONAL UTILITY.		
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain		
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.		
Data source(s) GEO DATA PLUS INC. / A.C.R.I.S.		
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.		
Data source(s) GEO DATA PLUS INC. / A.C.R.I.S.		
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).		
ITEM	SUBJECT	
COMPARABLE SALE #1	COMPARABLE SALE #2	
COMPARABLE SALE #3		
Date of Prior Sale/Transfer	03/30/2004	
Price of Prior Sale/Transfer	\$1,870,000	
Data Source(s)	A.C.R.I.S.	
Effective Date of Data Source(s)	11/30/2015	
	03/27/1998	
	\$942,000	
	A.C.R.I.S.	
	11/30/2015	
	08/16/2006	
	\$3,325,000	
	A.C.R.I.S.	
	11/30/2015	
	03/13/2014	
	\$3,600,000	
	A.C.R.I.S.	
	11/30/2015	
Analysis of prior sale or transfer history of the subject property and comparable sales. THE SUBJECT TRANSFERRED TO THE CURRENT OWNER ON 3/30/2004 FOR \$1,870,000.		

Individual Condominium Unit Appraisal Report

APPRAISAL REPORT
File # 76CROSBYST#2B-11/15-2

There are 65 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 4,000,000 to \$ 6,000,000
 There are 75 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 4,000,000 to \$ 6,000,000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address and Unit #	76 Crosby St 2B, New York, NY 10012	50 Wooster St 4NF, New York, NY 10013			429 Greenwich St 4D, New York, NY 10013			73 Worth St 2B, New York, NY 10013		
Project Name and Phase	BAYARD HOUSE CONDOM 1	42-50 WOOSTER STREET 1			DIETZ LANTERN BUILDING 1			THE WORTH BUILDING 1		
Proximity to Subject		0.23 MILES W			0.61 MILES W			0.58 MILES SW		
Sale Price		\$ 4,350,000			\$ 4,350,000			\$ 4,600,000		
Sale Price/Gross Liv. Area		\$ 1613.50 sq. ft.			\$ 1823.90 sq. ft.			\$ 1793.37 sq. ft.		
Data Source(s)		STREETEASY.COM;DOM UNK			STREETEASY.COM;DOM 65			STREETEASY.COM;DOM 31		
Verification Source(s)		A.C.R.I.S.			A.C.R.I.S.			A.C.R.I.S.		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION		+(-) \$ Adjustment	DESCRIPTION		+(-) \$ Adjustment	DESCRIPTION		+(-) \$ Adjustment
Sales or Financing Concessions		ArmLth Unknown;0			ArmLth Unknown;0			ArmLth Unknown;0		
Date of Sale/Time		s04/15;Unk		+127,000	s09/15;c07/15		+72,500	s01/15;c11/14		+230,000
Location	B;Res;	B;Res;			B;Res;			B;Res;		
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE			FEE SIMPLE			FEE SIMPLE		
HOA Mo. Assessment	3,411	1,198		-72,500	2,015		-45,500	2,022		-45,500
Common Elements and Rec. Facilities	DRMN/INTRCM NONE	DRMN/INTRCM NONE			DRMN/INTRCM NONE			DRMN/INTRCM NONE		
Floor Location	2ND FLOOR	4TH FLOOR		-20,000	4TH FLOOR		-20,000	2ND FLOOR		
View	N;CtyStr;	N;CtyStr;			N;CtyStr;			N;CtySky;		-100,000
Design (Style)	O1L;LOFT	O1L;LOFT			O1L;LOFT			O1L;LOFT		
Quality of Construction	Q2	Q2			Q2			Q2		
Actual Age	131	132		0	95		0	95		0
Condition	C3	C3			C3			C2		-200,000
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths		
Room Count	5 1 2.0	6 3 3.0		-40,000	5 3 2.1		-20,000	5 3 2.0		0
Gross Living Area	2,556 sq. ft.	2,696 sq. ft.		-140,000	2,385 sq. ft.		+171,000	2,565 sq. ft.		-9,000
Basement & Finished Rooms Below Grade	0sf	0sf			0sf			0sf		
Functional Utility	AVG/1BR	GD/3BDRM		-100,000	GD/3BDRM		-100,000	GD/3BDRM		-100,000
Heating/Cooling	FHA/CAC	HW/CAC		0	FHA/CAC			FHA/CAC		
Energy Efficient Items	T/P WINDOWS	T/P WINDOWS			T/P WINDOWS			T/P WINDOWS		
Garage/Carport	None	None			1g		-150,000	None		
Porch/Patio/Deck	NONE	NONE			NONE			NONE		
FIREPLACE	NONE	1 FIREPLACE		-15,000	1 FIREPLACE		-15,000	NONE		
OTHER	NONE	NONE			NONE			NONE		
OTHER	NONE	NONE			NONE			NONE		
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -		\$ -260,500	<input type="checkbox"/> + <input checked="" type="checkbox"/> -		\$ -107,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> -		\$ -224,500
Adjusted Sale Price of Comparables		Net Adj. 6.0 %			Net Adj. 2.5 %			Net Adj. 4.9 %		
		Gross Adj. 11.8 %		\$ 4,089,500	Gross Adj. 13.7 %		\$ 4,243,000	Gross Adj. 14.9 %		\$ 4,375,500

Summary of Sales Comparison Approach SEE ATTACHED ADDENDUM

Indicated Value by Sales Comparison Approach \$	4,250,000								
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INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ 0 X Gross Rent Multiplier 0 = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) THE INCOME APPROACH IS NOT CONSIDERED A VALID APPROACH TO VALUE IN THE SUBJECT'S CONDOMINIUM COMPLEX.

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$ 4,250,000 Income Approach (if developed) \$

WE HAVE DETERMINED THAT THE SALES COMPARISON APPROACH IS THE MOST RELIABLE INDICATOR OF VALUE FOR THE SUBJECT UNIT. THE COMPARABLE SALES UTILIZED IN THIS REPORT ARE THE BEST AVAILABLE REPRESENTATION OF THIS APPROACH TO VALUE. WE HAVE ANALYZED ALL OF THE CLOSED SALES FROM THE SUBJECT'S COMPLEX, AND ANY SALES WHICH WERE UNDER CONTRACT AND AVAILABLE TO US FROM THE LOCAL M.L.S. OR WHICH MAY BE WEB BASED. IN ADDITION WE HAVE CONSIDERED CURRENT LISTINGS FROM THE SUBJECT PROJECT. FURTHER WE HAVE ANALYZED CLOSED SALES, UNDER CONTRACT SALES, AND CURRENT LISTINGS FROM NEARBY COMPETITIVELY ALTERNATIVE PROJECTS. IT IS ONLY WITH THE ABOVE MENTIONED THOROUGH ANALYSIS THAT WE ARE ABLE TO COMPETENTLY RENDER THE OPINION FOR THE FINAL VALUE ESTIMATE OF THE SUBJECT UNIT.

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. SEE ADDENDUM

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 4,250,000 , as of 11/30/2015 , which is the date of inspection and the effective date of this appraisal.

Individual Condominium Unit Appraisal Report

APPRAISAL REPORT
File # 76CROSBYST#2B-11/15-2

This report form is designed to report an appraisal of a unit in a condominium project or a condominium unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject unit, (2) inspect and analyze the condominium project, (3) inspect the neighborhood, (4) inspect each of the comparable sales from at least the street, (5) research, verify, and analyze data from reliable public and/or private sources, and (6) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Individual Condominium Unit Appraisal Report

APPRAISAL REPORT
File # 76CROSBYST#2B-11/15-2

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Individual Condominium Unit Appraisal Report

APPRAISAL REPORT
File # 76CROSBYST#2B-11/15-2

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

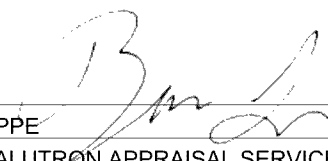
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name BARRY M. LIPPE
Company Name VALUTRON APPRAISAL SERVICES INC
Company Address P.O. BOX 340
ROSLYN HEIGHTS, NY 11577
Telephone Number (516) 621-4477
Email Address KENLIPPE@VALUTRON.COM
Date of Signature and Report 12/10/2015
Effective Date of Appraisal 11/30/2015
State Certification # 45000050424
or State License # _____
or Other (describe) _____ State # _____
State NY
Expiration Date of Certification or License 11/18/2016

ADDRESS OF PROPERTY APPRAISED

76 Crosby St
2B, New York, NY 10012
APPRAISED VALUE OF SUBJECT PROPERTY \$ 4,250,000

LENDER/CLIENT

Name No AMC
Company Name JPMORGAN CHASE BANK, NA
Company Address 201 NORTH CENTRAL AVENUE, FLOOR:05,
PHOENIX, AZ 85004-0073
Email Address lisa.kuhne@chase.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 
Name KENNETH H. LIPPE, SRA
Company Name VALUTRON APPRAISAL SERVICES INC
Company Address PO BOX 340
ROSLYN HEIGHTS, NY 11577
Telephone Number (516) 621-4477
Email Address kenlippe@valutron.com
Date of Signature 12/10/2015
State Certification # GEN CERT. 46000001231
or State License # _____
State NY
Expiration Date of Certification or License 10/21/2017

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
Date of Inspection _____
 Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
Date of Inspection _____

Individual Condominium Unit Appraisal Report

APPRAISAL REPORT
File # 76CROSBYST#2B-11/15-2

FEATURE	SUBJECT	COMPARABLE SALE # 4	COMPARABLE SALE # 5	COMPARABLE SALE # 6
Address and Unit #	76 Crosby St 2B, New York, NY 10012	27 N Moore St 2C, New York, NY 10013	53 N Moore St 5F, New York, NY 10013	22 Mercer St 4D, New York, NY 10013
Project Name and Phase	BAYARD HOUSE CONDOM 1	THE ICE HOUSE 1	THE NORTH MOORE 1	22 MERCER STREET 1
Proximity to Subject		0.53 MILES SW	0.60 MILES W	0.26 MILES SW
Sale Price	\$	\$ 4,300,000	\$ 4,130,000	\$ 4,600,000
Sale Price/Gross Liv. Area	\$ sq. ft.	\$ 1869.57 sq. ft.	\$ 1695.40 sq. ft.	\$ 1923.08 sq. ft.
Data Source(s)		STREETEASY.COM;DOM 53	STREETEASY.COM;DOM 214	STREETEASY.COM;DOM 87
Verification Source(s)		A.C.R.I.S.	A.C.R.I.S.	L.D. 9/4/2015
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-) \$ Adjustment	DESCRIPTION +(-) \$ Adjustment	DESCRIPTION +(-) \$ Adjustment
Sales or Financing Concessions		ArmLth Unknown;0	ArmLth Unknown;0	Listing DISCNT OFF;0
Date of Sale/Time		s06/15;c05/15 +107,500	s06/15;c04/15 +120,500	Active
Location	B;Res;	B;Res;	B;Res;	B;Res;
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
HOA Mo. Assessment	3,411	1,308 -68,500	1,804 -52,500	2,413 -32,500
Common Elements and Rec. Facilities	DRMN/INTRCM NONE	DRMN/INTRCM GYM -5,000	DRMN/INTRCM ROOF DECK -2,500	DRMN/INTRCM ROOF DECK -2,500
Floor Location	2ND FLOOR	2ND FLOOR	5TH FLOOR -30,000	4TH FLOOR -20,000
View	N;CtyStr;	N;CtyStr;	N;CtyStr;	N;CtyStr;
Design (Style)	O1L;LOFT	O1L;LOFT	O1L;LOFT	O1L;LOFT
Quality of Construction	Q2	Q2	Q2	Q2
Actual Age	131	110 0	105 0	155 0
Condition	C3	C3	C3	C2 -200,000
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	5 1 2.0	6 3 2.1 -20,000	5 2 2.0 0	4 2 2.1 -20,000
Gross Living Area	2,556 sq. ft.	2,300 sq. ft. +256,000	2,436 sq. ft. +120,000	2,392 sq. ft. +164,000
Basement & Finished Rooms Below Grade	0sf	0sf	0sf	0sf
Functional Utility	AVG/1BR	GD/3BDRM -100,000	GD/2BDRM -50,000	GD/2BDRM -50,000
Heating/Cooling	FHA/CAC	FHA/CAC	FHA/CAC	FHA/CAC
Energy Efficient Items	T/P WINDOWS	T/P WINDOWS	T/P WINDOWS	T/P WINDOWS
Garage/Carport	None	None	None	None
Porch/Patio/Deck	NONE	NONE	NONE	NONE
FIREPLACE	NONE	1 FIREPLACE -15,000	NONE	1 FIREPLACE -15,000
OTHER	NONE	NONE	NONE	NONE
OTHER	NONE	NONE	NONE	NONE
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 155,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 105,500	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -291,000
Adjusted Sale Price of Comparables		Net Adj. 3.6 % Gross Adj. 13.3 % \$ 4,455,000	Net Adj. 2.6 % Gross Adj. 9.1 % \$ 4,235,500	Net Adj. 6.3 % Gross Adj. 13.5 % \$ 4,309,000
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).				
ITEM	SUBJECT	COMPARABLE SALE # 4	COMPARABLE SALE # 5	COMPARABLE SALE # 6
Date of Prior Sale/Transfer	03/30/2004	09/17/2010 11/19/2004	01/25/2001	02/14/2008
Price of Prior Sale/Transfer	\$1,870,000	\$3,300,000 \$2,250,000	\$978,000	\$3,614,787
Data Source(s)	A.C.R.I.S.	A.C.R.I.S.	A.C.R.I.S.	A.C.R.I.S.
Effective Date of Data Source(s)	11/30/2015	11/30/2015	11/30/2015	11/30/2015
Analysis of prior sale or transfer history of the subject property and comparable sales				

Individual Condominium Unit Appraisal Report

APPRAISAL REPORT
File # 76CROSBYST#2B-11/15-2

FEATURE	SUBJECT	COMPARABLE SALE # 7		COMPARABLE SALE # 8		COMPARABLE SALE # 9	
		DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Address and Unit #	76 Crosby St 2B, New York, NY 10012	9 Murray St 8W, New York, NY 10007					
Project Name and Phase	BAYARD HOUSE CONDOM 1	THE FRANKLIN 1					
Proximity to Subject		0.83 MILES SW					
Sale Price	\$	\$	4,495,000	\$		\$	
Sale Price/Gross Liv. Area	\$ sq. ft.	\$ 1694.95 sq. ft.		\$ sq. ft.		\$ sq. ft.	
Data Source(s)		STREETEASY.COM;DOM 249					
Verification Source(s)		L.D. 3/26/2015					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing Concessions		Listing DISCNT OFF;0	-112,500				
Date of Sale/Time		Active					
Location	B;Res;	B;Res;					
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE					
HOA Mo. Assessment	3,411	1,245	-71,000				
Common Elements and Rec. Facilities	DRMN/INTRCM NONE	INTERCOM ROOF DECK	+5,000 -2,500				
Floor Location	2ND FLOOR	8TH FLOOR	-60,000				
View	N;CtyStr;	N;CtySky;	-100,000				
Design (Style)	O1L;LOFT	O1L;LOFT					
Quality of Construction	Q2	Q2					
Actual Age	131	115	0				
Condition	C3	C3					
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	5 1 2.0	6 3 2.1	-20,000				
Gross Living Area	2,556 sq. ft.	2,652 sq. ft.	-96,000	sq. ft.		sq. ft.	
Basement & Finished Rooms Below Grade	0sf	0sf					
Functional Utility	AVG/1BR	GD/3BDRM	-100,000				
Heating/Cooling	FHA/CAC	FHA/SPLIT A/C	0				
Energy Efficient Items	T/P WINDOWS	T/P WINDOWS					
Garage/Carport	None	None					
Porch/Patio/Deck	NONE	NONE					
FIREPLACE	NONE	NONE					
OTHER	NONE	NONE					
OTHER	NONE	NONE					
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -557,000	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Adjusted Sale Price of Comparables		Net Adj. 12.4 % Gross Adj. 12.6 %	\$ 3,938,000	Net Adj. % Gross Adj. %	\$	Net Adj. % Gross Adj. %	\$
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).							
ITEM	SUBJECT	COMPARABLE SALE # 7	COMPARABLE SALE # 8	COMPARABLE SALE # 9			
Date of Prior Sale/Transfer	03/30/2004	04/29/2013					
Price of Prior Sale/Transfer	\$1,870,000	\$3,300,000					
Data Source(s)	A.C.R.I.S.	A.C.R.I.S.					
Effective Date of Data Source(s)	11/30/2015	11/30/2015					
Analysis of prior sale or transfer history of the subject property and comparable sales							
Analysis/Comments							

Borrower	DENTON, NICK				
Property Address	76 Crosby St				
City	New York	County	NEW YORK	State	NY
Lender/Client	JPMORGAN CHASE BANK, NA				
				Zip Code	10012

This is an appraisal report which is intended to comply with the reporting requirements set forth under standards rule 2-2(a) of the Uniform Standards of Professional appraisal practice for an appraisal report. As such it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

This is a revised Appraisal Report from the prior dated 12/2/2015. The following revisions and or clarifications were added.

- We note an additional 1 bedroom sale that was not utilized as it significantly smaller in GLA than the Subject is 62 Cooper Square, #9C. It is a similar 1 bedroom loft style unit that is 1,452sf and sold on 8/3/2015 for \$3,500,000. It was not included as it is 43% smaller than the Subject.
- The Subject is a large loft style 1 bedroom 2 bath unit. The unit is large enough to accommodate a 2nd or 3rd bedroom if desired. We have increased the functional utility adjustment on the comparable sales grid for the 2 and 3 bedroom comparable sales. Due to the fact that all comparables are 2 or 3 bedrooms, an across the board functional utility adjustment was required for this report. The adjustment changed the adjusted sales prices and therefore we have lowered the final value estimate slightly to \$4,250,000.00.
- The Subject's monthly maintenance fee is greater than the comparable sales and the average for the area. We state that due to the Subject's slightly higher monthly maintenance charges all comparables required maintenance adjustments. These adjustments were made by taking the difference in the charges on an annual basis and discounting them to a present worth estimate assuming a 3 year holding period and a discount rate of 5%/annum.
- We have checked the box on the 1004MC form to indicate an appreciating market as to be consistent with page 1 one of this report, our market analysis and the positive time adjustments applied to the comparable sales.
- Signed Engagement Letter has been included.

FIRREA CERTIFICATION STATEMENT:

The Appraiser(s) certify and agree that this appraisal was prepared in accordance with the requirements of the title xi of the financial institutions, reform, recovery, and enforcement act (FIRREA) of 1989, as amended (12 U.S.C. 3331 et seq.), and any applicable implementing regulations in effect at the time the appraiser signs the appraisal certification.

PURPOSE AND INTENDED USE:

The purpose of this appraisal is to estimate the market value of the Subject property, as of the effective date of the appraisal. The report will function as a guide for mortgage financing purposes that uses the Subject property as collateral. This appraisal summarizes the process and final value conclusion. Additional supporting data can be found in our appraisal file.

The intended user of this appraisal report is the lender/client. The intended use is to evaluate the property that is the Subject of this appraisal for a mortgage finance transaction, Subject to the stated scope of work, purpose of the appraisal, reporting requirements of this appraisal report form, and definition of market value. No addition intended users are identified by the appraiser.

APPRAISER INDEPENDENCE:

The Appraiser(s) have prepared this appraisal in full compliance with applicable appraiser independence requirements and has not performed, participated in, or been associated with any activity on violation of those requirements.

USPAP REQUIREMENT:

Kenneth H. Lippe, SRA, acting as the Review Appraiser, had performed the review of the original appraisal on 10/17/2013, which is within the three year period immediately preceding acceptance of this assignment. In addition, Barry M. Lippe, acting as the Inspecting Appraiser, had performed an original appraisal on 10/17/2013 regarding the Subject property, which is within the three year period immediately preceding this assignment.

Further is noted that this appraisal report is made "as is" and with no extraordinary assumptions or hypothetical conditions.

SCOPE OF APPRAISAL:

The extent of the appraisers investigation included (1) review of the assessment record for the Subject property; (2) interior and exterior inspection of the property improvements and Inspection of the site, unless otherwise stated in this report; (3) inspection of the neighborhood and analysis of regional characteristics; (4) research of subscription sales data, public records and other published data sources and current listings; (5) analysis of the selected Comparable sales and listings included verification of the reported data; (6) consideration and analysis of the highest and best use of the Subject site; (7) consideration and analysis of the applicable approaches to value (all three approaches to value were considered and used except were otherwise noted); (8) final reconciliation of the data to arrive at the estimated market value.

The intended use of the appraisal is for loan management decision.

Borrower	DENTON, NICK				
Property Address	76 Crosby St				
City	New York	County	NEW YORK	State	NY
Lender/Client	JPMORGAN CHASE BANK, NA				
				Zip Code	10012

UAD COMPLIANCE:

It is noted that this appraisal report has been completed and is in compliance with the uniform appraisal dataset (UAD), and as such complies with the updated FNMA/FHLMC UAD field specific standardization requirements. However, it must be noted that individual line item entries ie., for view, location, quality, and condition, may be interpreted differently in the Subject's marketplace vis a vis the standardized choices within the UAD fields.

FURTHER DISCLOSURES

Valutron Appraisal Services Inc. has been involved in the inspection and appraisal of residential properties since 1978. We consider ourselves competent professional appraisers who rely not only our own abilities in identifying any possible adverse conditions be they physical or functional within a Subject property but also on those of home owners, brokers, home inspectors, structural engineers, and trade professionals. For the purposes of this appraisal report, all efforts were made by us to adequately determine the overall condition of the premises and their effect on the market value and marketability of the Subject property.

ENVIRONMENTAL CONDITIONS:

The appraiser observed no evidence of environmental hazards on or near Subject site. Appraiser is not an environmental expert, and has not performed any environmental testing.

The Appraiser takes no responsibility nor liability for the potential presence of any concealed adverse environmental hazards.

Subject was built prior to 1978 and may contain lead based paint.

Appraiser is not an environmental expert, and has not performed any lead testing. Appraiser takes no responsibility nor liability for the potential presence of lead based paint.

NEIGHBORHOOD COMMENTS:

The Subject is bounded to the north by West Houston Street and Greenwich Village, to the south by Canal Street and Tribeca, to the east by Broadway and Nolita and Little Italy, and to the west by the Hudson River.

SoHo, was named South of Houston Street. The subject neighborhood is characterized primarily by its mixture of residential and commercial loft buildings. Other factors that affect the marketability of the properties in the subject neighborhood are its close proximity to schools, employment centers, commercial stores along Canals St. and the Avenues. The economic base of the community is stable to rising with very low unemployment. The appeal to the market is very excellent.

SoHo is known for having a majority of buildings with cast iron decorative fronts. These elaborate cast iron architectural building date from the late 19th century.

HISTORIC LANDMARK DISTRICT:

The Subject building is located within the SoHo-Cast Iron Historic District. The map was designated August 14, 1973.

A historic district is an area of the city that has been designated by the landmarks preservation commission because it has a special character or a special historical or aesthetic interest which causes it to have a distinct "sense of place." Each historic district represents at least one period or style of architecture typical of one or more eras in the city's history. Historic districts may contain a variety of building types and styles from several different eras.

COMMENTS ON MARKET CONDITIONS:

The most recent Corcoran market report for the third quarter of 2015, shows a 5% median price increase for all condo units that are located downtown over the past year (Q3 2014 through Q3 2015). Please note that the Corcoran Report refers to "Downtown" as 14th Street to the north of the Financial District and Battery Park. 1 bedroom condo units downtown had an 8% increase in median price over the past year. The report also mentions that sales downtown were down 5% since last year, inventory dropped 11% and months of supply decreased 6% to 3.4 months.

We have conducted our market analysis utilizing GeoData Plus and the following criteria. We stayed within .5 mile of the Subject analyzing condo sales (pre and post war) from \$2,000,000 - \$7,000,000. From 11/2013 through 11/2014 there were 96 sales with a median sales price of \$3,397,500. From 11/2014 through 11/2015 there were 77 sales with a median sales price of \$3,625,000. This data shows an appreciating market. The 1004MC inventory analysis also shows an appreciating market although based on slightly differing criteria.

Both the Corcoran Market report and our own analysis show an appreciating market for condo units located within the Subject's neighborhood of Tribeca. We have made positive time adjustments to the closed comparable sales.

EXPOSURE TIME:

Exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale on the effective date of the appraisal.

Exposure time is always presumed to precede the effective date of the appraisal. It is different for various types of property and under various market conditions depending at what value range.

Borrower	DENTON, NICK				
Property Address	76 Crosby St				
City	New York	County	NEW YORK	State	NY
				Zip Code	10012
Lender/Client	JPMORGAN CHASE BANK, NA				

It is the opinion of the appraiser that the exposure time based on an analysis of past events, assuming a competitive and open market for the Subject property would be approximately 1-6 months. The bases on statistical information about days on market, information gathered through sales verification, market data and local brokers.

MARKETING TIME:

Marketing time according to the dictionary of real estate appraisal fifth ed. Published by the Appraisal Institute is...

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (advisory opinion 7 of the Appraisal Standards Board of the Appraisal Foundation and statement on appraisal standards no. 6, "reasonable exposure time in real property and personal property market value opinions" address the determination of reasonable exposure and marketing time.), see also exposure time.

The estimated marketing time for the Subject is 1-6 months.

ZONING COMMENTS:

According to the NYC Department of Planning the Subject is situated in a M1-5B zone. M1 districts range from the Garment District in Manhattan and Port Morris in the Bronx with multistory lofts, to parts of Red Hook or College Point with one- or

two-story warehouses characterized by loading bays. M1 districts are often buffers between M2 or M3 districts and adjacent residential or commercial districts. M1 districts typically include light industrial uses, such as woodworking shops, repair shops, and wholesale service and storage facilities. Nearly all industrial uses are allowed in M1 districts if they meet the stringent M1 performance standards. Offices, hotels and most retail uses are also permitted. Certain community facilities, such as hospitals, are allowed in M1 districts only by special permit, but houses of worship are allowed as-of-right.

In M1-5A and M1-5B districts mapped in SoHo/NoHo, artists may occupy joint living-work quarters as an industrial use. Other than M1 districts paired with residence districts in Special Mixed Use Districts, M1-5M and M1-6M districts (by special permit) and M1-D districts (by authorization or certification) are the only manufacturing districts in which residences are permitted. However, in M1-6D districts, residential use may be allowed as-of-right on zoning lots under certain conditions.

In M1-5M and M1-6M districts, mapped in parts of Chelsea, space in an industrial building may be converted to residential use, provided a specified amount of floor area is preserved for particular industrial and commercial uses.

Floor area ratios in M1 districts range from 1.0 to 10.0, depending on location; building height and setbacks are controlled by a sky exposure plane which may be penetrated by a tower in certain districts. Although new industrial buildings are usually low-rise structures that fit within sky exposure planes, commercial and community facility buildings can be constructed as towers in M1-3 through M1-6 districts. In the highest density manufacturing district, M1-6, mapped only in Manhattan, an FAR of 12 can be achieved with a bonus for a public plaza. Except along district boundaries, no side yards are required. Rear yards at least 20 feet deep are usually required, except within 100 feet of a corner.

Parking and loading requirements vary with district and use. M1-1, M1-2 and M1-3 districts are subject to parking requirements based on the type of use and size of an establishment. For example, a warehouse in an M1-1 district requires one off-street parking space per 2,000 square feet of floor area or per every three employees, whichever would be less. Parking is not required in Long Island City or M1-4, M1-5 and M1-6 districts, mapped mainly in Manhattan. Requirements for loading berths of specified dimensions differ according to district, size and type of use.

COMMENTS ON PROJECT ANALYSIS:

The condominium project's budget for the current year was **not** made available to the appraiser. We must note that the appraiser is not expert in fiscal matters regarding the day to day operations of a condominium project such as the Subjects. Should a detailed analysis be required it is advised that a certified public account perform an analysis of the projects projected budget to determine if there is sufficient income from common charges, as well as any other extraneous items such as reserves available for items which may need repair or replacing in the near future, fees to contractors for maintenance of the common areas, real estate taxes if applicable, insurance costs, utilities for common areas, managing agents fees if any, and any other pertinent operating expenses.

COMMENTS ON PHYSICAL DEFICIENCIES OR ADVERSE CONDITIONS:

It must be noted that the appraiser is not a licensed structural engineer or home inspector. We have not reviewed any formally prepared engineers report or home inspection report. We make no warranties as to the possible structural inadequacies of the premises due to any non-observable adverse conditions such as previous damage which may have been caused by any insect infestation, shoddy construction, or water seepage.

HIGHEST AND BEST USE:

HIGHEST AND BEST USE IS DEFINED AS: "The reasonable and probable use that supports the highest present value of vacant land or improved property, as defined as of the date of the appraisal (it is) the reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible, and that results in the highest land value."

The highest and best use analysis entails two separate and distinct scenarios: the highest and best use of the site as if vacant, and the highest and best use of the site as improved. For each scenario, the use must meet four criteria. The highest and best use must be physically possible, legally permissible, financially feasible, and maximally productive.

Borrower	DENTON, NICK				
Property Address	76 Crosby St				
City	New York	County	NEW YORK	State	NY
Lender/Client	JPMORGAN CHASE BANK, NA				
				Zip Code	10012

HIGHEST AND BEST USE AS THOUGH VACANT: All legally permissible, physically possible, and financially feasible uses of the Subject property, as vacant, have been examined. It is the appraiser's opinion that the highest and best use of the Subject site, as vacant, is for it's current use, a condominium unit.

HIGHEST AND BEST USE AS IMPROVED: Based on the appraiser's analysis of the Subject property, it is the appraiser's opinion that the highest and best use of the property as is improved would be for its current use, a condominium unit.

COMMENTS ON THE SUBJECT UNIT:

We note that the legal square footage for the Subject is 2,556 sf. It has been our experience with older converted condo buildings that the legal square footage is not the actual square footage as most often common areas and/or outdoor spaces are included in determining the apartment areas. The actual gla as per our measurements is 2,111 sf. The legal gla has been utilized as this is the figure which appears on the architectural drawings, Exhibit "B" of the Condo Declaration, and which has been accepted by the Attorney General's office.

The Subject has a separate entrance to the building from 81 Spring Street. The unit cannot be accessed through the main entrance to the building. The subject unit is comprised of the media room, living room, dining room, kitchen, bath, foyer, bedroom and additional bath.

Please note from our prior Appraisal the borrower had mentioned to the Appraiser that approximately \$800,000 was spent on renovations and improvements. They included reconfiguring the foyer, built-ins throughout, removal of exhaust system over stove, and Venetian plaster walls. There are sliding wooden doors in the hallway area and a pocket door separates the dining room from the media room.

The Subject offers good views of Crosby and Spring Street.

The Subject is in overall good renovated condition.

The rear photo of the Subject is unavailable as buildings in Manhattan are typically built full on the lot with no access to the rear. A photo of the front entrance was included.

There is no parking garage in the Subject's building however there is a fee garage located on the Subject's street. Street parking can also be found in the immediate area.

Items of personal property have not been included in the valuation of the real property.

COMMENTS ON PARKING:

It is typical for buildings in Manhattan to not have parking garages. Parking is found on the street or there are parking garages nearby. The subject happens to have parking garages located 1 block away.

COMMENTS ON CONDO QUESTIONNAIRE:

The condo questionnaire was obtained from The Andrews Organization for no charge.

The condo questionnaire states that there are a total of 7 units. However, there are 6 residential units and 1 commercial unit. According to the managing agent the sponsor owns unit #2A, which also shares the 81 Spring Street entrance with the Subject unit.

COMMENTS ON THE SALES COMPARISON APPROACH TO VALUE:

There have been no recent comparable closed sales from the Subject's building. All closed Comparables are selected from similar pre-war loft condo buildings within SoHo or Tribeca, they have equal market appeal. Comparables #1 - 5 are closed sales. Comparables #6 and #7 are active listings on the market.

Comparable #1 sold just over 6 months ago from Wooster Street within SoHo. It is slightly larger in GLA than the Subject and is in overall similar condition. It has a fireplace and has a 3 bedroom layout, and a functional adjustment was required. The most recent listing information was not available.

Comparable #2 is a recent sale selected from The Dietz Lantern Building on Greenwich Street within Tribeca. It is smaller in GLA than the Subject and is in overall similar condition to the Subject. It has a fireplace and was sold with a deeded parking space. It also has a 3 bedroom layout, and a functional adjustment was required. It was listed on 5/6/2015 for \$4,495,000.

Comparable #3 sold over 6 months ago from The Worth Building on Worth Street within Tribeca. It is very similar in GLA to the Subject and is in superior very good renovated "C2" condition. It has a 3 bedroom layout, and a functional adjustment was required. It was listed on 10/15/2014 for \$4,995,000.

Comparable #4 is a recent sale from The Ice House on N. Moore Street within Tribeca. It is smaller in GLA than the Subject and is in overall similar condition. It has a fireplace and it has a 3 bedroom layout, and a functional adjustment was required. It was originally listed on 3/12/2015 for \$4,900,000.

Comparable #5 is also a recent sale selected from The North Moore on N. Moore Street within Tribeca. It is slightly smaller in GLA than the Subject and is in overall similar condition. It has a 2 bedroom layout, and a functional adjustment was required. It was originally listed 9/3/2014 for \$4,625,000, reduced 10/7/2014 for \$4,350,000, again in 3/23/2015 for \$4,130,000 and went to contract on 4/5/2015.

Borrower	DENTON, NICK				
Property Address	76 Crosby St				
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Comparable #6 is an active listing on the market from SoHo, a -2.5% discount was applied to the asking price. It is slightly smaller in GLA than the Subject and is in overall very good renovated condition. It has a fireplace and has a 2 bedroom layout, and a functional adjustment was required. It was listed on 9/4/2015 for \$4,750,000 and reduced on 11/9/2015 for \$4,600,000.

Comparable #7 is an active listing from The Franklin on Murray Street from Tribeca, a -2.5% discount was applied to the asking price. It is larger in GLA than the Subject and is in overall similar condition. It has a 3 bedroom layout, and a functional adjustment was required. It was listed on 3/26/2015 for \$4,800,000 and reduced on 4/22/2015 for \$4,495,000.

The condition of the Comparable sales were derived from market analysis, exterior inspections or MLS where possible. The majority of the Comparables are situated on high floors similar to the Subject and offer similar views.

Due to the current appreciating market all of the closed sales required positive time adjustments at the rate of 5%/annum. These adjustments were calculated as follows. $((\text{Sales Price} * .05) / 12) * (\text{Number of months since contract date})$. If the contract dates were unknown, the sales date were used to calculate the time adjustments.

Due to the Subject's slightly higher monthly maintenance charges all comparables required maintenance adjustments. These adjustments were made by taking the difference in the charges on an annual basis and discounting them to a present worth estimate assuming a 3 year holding period and a discount rate of 5%/annum.

The gross living area adjustment was made at \$1,000/sf. The floor adjustment was made at \$10,000/floor. The total room adjustment was made at \$40,000 full bath; \$20,000 half bath.

The Subject's estimated market value is higher than the predominant value of the area due to its gla, and good renovated condition. This will have no apparent adverse effect on the subject's market value and marketability.

The Subject unit is in a 131 year old condo building. A range of actual ages for the comparable buildings exist however no age adjustments were warranted due to the similar effective ages and any differences were considered in the condition adjustments made.

A range of GLA's was observed in the report. This was un-avoidable and due to the lack of sales of homes which were more similar in GLA as compared to the Subject.

Since the Subject unit has 1 bedroom, it was necessary to make "across the board" adjustments to all of the Comparables for their 2-3 bedroom layouts. The bedroom count could not be bracketed for this report.

Days on the market (when available) are typically provided by the on line data source, streeteasy.com, and the indicated days are the market are typically for a properties most recent listing. Often, prior listings have not been included in the days on the market.

Some property details (for the Subject as well as the Comparables) were obtained from assessment records, as well as GeoData LLC and Streeteasy.com when required. However, it is noted that available listing information (from streeteasy.com) may not be entirely accurate at times.

It is noted that the GLA for the Comparables may differ from the streeteasy.com. We have utilized the public records in obtaining the GLA's for the Comparables.

Several searches were made in an attempt to provide the best available comparable sales. The comparables provided were determined to be the most proximate and the most recent sales available.

The Comparable used are among the best available with adjustments to determine the estimated market value of the Subject unit. We note that the digital photos contained in the report are the actual "as is" photos of the Subject and the Comparables. The rear photo of the Subject is unavailable as buildings in Manhattan are typically built full on the lot with no access to the rear.

APPRAISER'S NOTE:

Please note that there have been 2 sales within the past 2 years from the Subject's building however are not considered comparable to the Subject. They are:

76 Crosby St., #4 - sold on 6/5/2015 for \$9,100,000. It is a full floor, 5,262sf, unit in very good condition.

76 Crosby St., #PH - sold on 8/27/2014 for \$20,000,000. It is a 9,865sf duplex penthouse with a large private roof deck.

FINAL RECONCILIATION:

The 5 closed sales were given equal weight and consideration in this report. They represent the most recent and similar comparables available in estimating the final market value for the Subject. All closed comparables have very low net and gross adjustments. The 2 listings were also considered however were not weighted as heavily.

The estimated market value for the Subject is greater than that found in our prior report as the market has been improving in the Subject's neighborhood year over year since that time.

This appraisal report is to be used in conjunction with a mortgage lending financing transaction only. This report is not intended for any other use. The final value estimate opinion rendered herein is not based on the approval of the loan. The market data approach is the only approach considered in estimating the final value for the Subject. The cost approach is not considered to be a valid approach for this analysis. The income approach also has not been considered as units in the immediate Subject project are typically owner occupied and a gross rent multiplier cannot be extrapolated from the marketplace.

Market Conditions Addendum to the Appraisal Report

APPRAISAL REPORT
File No. 76CROSBYST#2B-11/15

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address **76 Crosby St** City **New York** State **NY** ZIP Code **10012**

Borrower **DENTON, NICK**

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	42	19	14	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	7.00	6.33	4.67	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	N/A	N/A	65	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	N/A	N/A	13.9	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	4,985,000	4,500,000	4,900,000	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	N/A	N/A	N/A	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price	N/A	N/A	N/A	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	N/A	N/A	216	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	N/A	N/A	N/A	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). **SELLER'S CONCESSIONS ARE NOT APPARENT IN THE LOCAL CONDO MARKET.**

Are foreclosure sales (REO sales) a factor in the market? Yes No If yes, explain (including the trends in listings and sales of foreclosed properties).

FORECLOSURES DO NOT APPEAR TO BE A FACTOR IN THE LOCAL CONDO MARKET.

Cite data sources for above information. **STREETEASY.COM/GEODATA PLUS INC. - WE NOTE THAT THE PARAMETERS FOR THE ABOVE DATA WAS FOR ALL SALES WITHIN THE PAST YEAR OF CONDOS IN SOHO AND TRIBECA WITH A PRICE RANGE OF \$4,000,000 - \$6,000,000.**

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

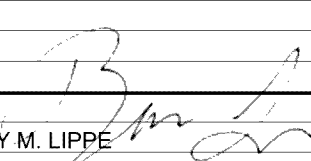

SEE ADDENDUM

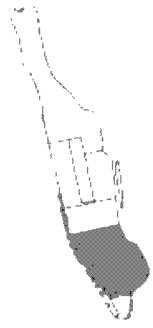
If the subject is a unit in a condominium or cooperative project, complete the following: Project Name: **BAYARD HOUSE CONDOMINIUM**

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	0	0	0	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	N/A	N/A	0.33	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings	N/A	N/A	1	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab.Rate)	N/A	N/A	3.0	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project? Yes No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties. **SEE ABOVE COMMENTS**

Summarize the above trends and address the impact on the subject unit and project. **SEE ABOVE COMMENTS**

Signature 	Signature 
Appraiser Name BARRY M. LIPPE	Supervisory Appraiser Name KENNETH H. LIPPE, SRA
Company Name VALUTRON APPRAISAL SERVICES INC	Company Name VALUTRON APPRAISAL SERVICES INC
Company Address P.O. BOX 340, ROSLYN HEIGHTS, NY 11577	Company Address PO BOX 340, ROSLYN HEIGHTS, NY 11577
State License/Certification # 45000050424 State NY	State License/Certification # GEN CERT. 4600000123 State NY
Email Address KENLIPPE@VALUTRON.COM	Email Address kenlippe@valutron.com



Downtown

MANHATTAN URBAN REPORT

3Q 2015

Downtown was one of only two submarkets with a decrease in sales compared to Third Quarter 2014, with a 5% decrease to 1,063 closings. This was partially due to a slight decrease in new development closings, which accounted for 11% of sales this quarter compared to 13% in Third Quarter 2014. Inventory was down 11% year-over-year to just over 1,200 units, and Days on Market was the lowest of any submarket at just 69 days. Months of Supply, at 3.4, was down 6% from the same time last year.

New development and resale condo median prices were the highest in Manhattan

Mainly due to the submarket claiming a significant number of new developments, Downtown continued to have some of the highest pricing in the city. Prices for resale condos and new development far outpaced all other submarkets. Overall median price in Downtown was up 21% year-over-year to \$1.271M, and average price per square foot increased 9% to \$1,831.

Resale condo median price was up 5% year-over-year to \$1.873M and resale co-op median price increased 6% to \$780K. New development median increased a staggering 204% year-over-year to \$4.825M, driven by closings in West Chelsea and Tribeca, which included a significant share of large units.

Downtown	2015	2014	% Chg (yr)	2015	% Chg (qtr)
----------	------	------	------------	------	-------------

Overview

Closed Sales	1,066	1,124	-5%	1,063	0%
Average Days on Market	69	65	20%	84	18%
Inventory	1,216	1,367	-11%	1,504	19%
Months of Supply	3.4	3.6	-6%	4.2	-19%

Resale Co-op	2015	2014	% Chg (yr)	2015	% Chg (qtr)
--------------	------	------	------------	------	-------------

Prices

Median Price	\$780k	\$735k	6%	\$783k	0%
Average Price	\$1183M	\$1145M	3%	\$1195M	1%
Median PPSF	\$1,219	\$1,069	14%	\$1,154	6%
Average PPSF	\$1,368	\$1,212	13%	\$1,319	4%

Median Price by Bedroom

Studio	\$510k	\$475k	7%	\$525k	-3%
1 Bedroom	\$799k	\$725k	10%	\$751k	6%
2 Bedroom	\$1,500M	\$1,485M	1%	\$1,483M	1%
3+ Bedroom	\$3,225M	\$2,650M	22%	\$2,975M	8%

Resale Condo	2015	2014	% Chg (yr)	2015	% Chg (qtr)
--------------	------	------	------------	------	-------------

Prices

Median Price	\$1,873M	\$1,775M	5%	\$1,920M	-2%
Average Price	\$2,463M	\$2,381M	3%	\$2,623M	6%
Median PPSF	\$1,731	\$1,678	3%	\$1,738	0%
Average PPSF	\$1,907	\$1,783	7%	\$1,902	0%

Median Price by Bedroom

Studio	\$749k	\$678k	10%	\$795k	6%
1 Bedroom	\$1,350M	\$1,250M	8%	\$1,360M	-1%
2 Bedroom	\$2,560M	\$2,500M	2%	\$2,497M	3%
3+ Bedroom	\$4,375M	\$3,908M	12%	\$4,888M	-10%

New Development	2015	2014	% Chg (yr)	2015	% Chg (qtr)
-----------------	------	------	------------	------	-------------

Prices

Median Price	\$4,825M	\$1,587M	204%	\$4,658M	4%
Average Price	\$5,253M	\$2,836M	85%	\$5,121M	3%
Median PPSF	\$2,197	\$1,710	28%	\$2,300	-4%
Average PPSF	\$2,358	\$2,242	5%	\$2,466	-4%

Median Price by Bedroom

Studio	\$911k	\$868k	5%	\$939k	3%
1 Bedroom	\$1,698M	\$1,331M	28%	\$1,683M	1%
2 Bedroom	\$3,000M	\$2,333M	29%	\$3,603M	-17%
3+ Bedroom	\$6,612M	\$7,459M	-11%	\$6,364M	4%

Condo Questionnaire

<i>Co-op / Condominium Information Form</i>	
<i>Andrews Building Corporation</i>	
<i>666 Broadway</i>	
<i>New York, N.Y. 10012</i>	
<i>(212) 529 5688 FAX (212) 529 7987</i>	

CORPORATE NAME

ADDRESS

ZIP BUILDING #

TYPE OF BUILDING TOTAL # SHARES

UNIT COUNT	UNIT BREAKDOWN
TOTAL # UNITS <input style="width: 50px;" type="text" value="7"/>	
# UNITS SOLD <input style="width: 50px;" type="text" value="6"/>	# UNITS RENT CONTROLLED <input style="width: 50px;" type="text" value="0"/>
# UNITS OWNER OCCUPIED <input style="width: 50px;" type="text" value="7"/>	# UNITS RENT STABILIZED <input style="width: 50px;" type="text" value="0"/>
# UNITS OWNER SUBLET <input style="width: 50px;" type="text" value="0"/>	# PROFESSIONAL UNITS <input style="width: 50px;" type="text" value="0"/>
# UNITS UNSOLD SHARES <input style="width: 50px;" type="text" value="N/A"/>	SUPERINTENDENT APARTMENT <input type="checkbox"/>
# UNITS COOP <input style="width: 50px;" type="text" value="N/A"/>	
# COMMERCIAL UNITS <input style="width: 50px;" type="text" value="1"/>	
# UNITS SPONSOR <input style="width: 200px;" type="text" value="0"/>	

DETAILS OF MULTIPLE OWNERSHIP OF UNITS

DETAILS OF OWNERSHIP OF MORE THAN 10% OF UNITS

MISC NOTES

BUILDING PROFILE

EXPIRATION OF PROPRIETARY LEASE

CONVERSION DATE C OF O DATE

DETAILS OF RECENT OR PLANNED CAPITAL PROJECTS

PARKING PET POLICY

FLIP TAX/TRANSFER FEE

FINANCING % ALLOWED

INSURANCE INFORMATION - BROKER

Condo Questionnaire - Email from Management

From: Steve O'Connell <[redacted]>
Subject: Q2-76 Crosby St., #2B - Questionnaire
To: Me <barrylippe@valutron.com>

11/24/2015 3:29 PM

Reply Forward Archive Junk Delete More

Good Afternoon Barry,

Please find attached the generic questionnaire for 76 Crosby Street.

The monthly maintenance for unit 2B is \$3,410.57.

Sincerely,

Steve O'Connell
Refinance Department

The Andrews Organization
666 Broadway, 12th Floor
New York NY 10012

P.: 212-529-5688 ext 285
F.: 212-529-7987
soconnell@andrewsbc.com

www.andrewsbc.com

Condo Declaration - Exhibit B

Borrower	DENTON, NICK				
Property Address	76 Crosby St				
City	New York	County NEW YORK	State NY	Zip Code 10012	
Lender/Client	JPMORGAN CHASE BANK, NA				

(DC) B-1

00330062052

EXHIBIT B TO THE DECLARATION OF CONDOMINIUM FOR THE BAYARD HOUSE

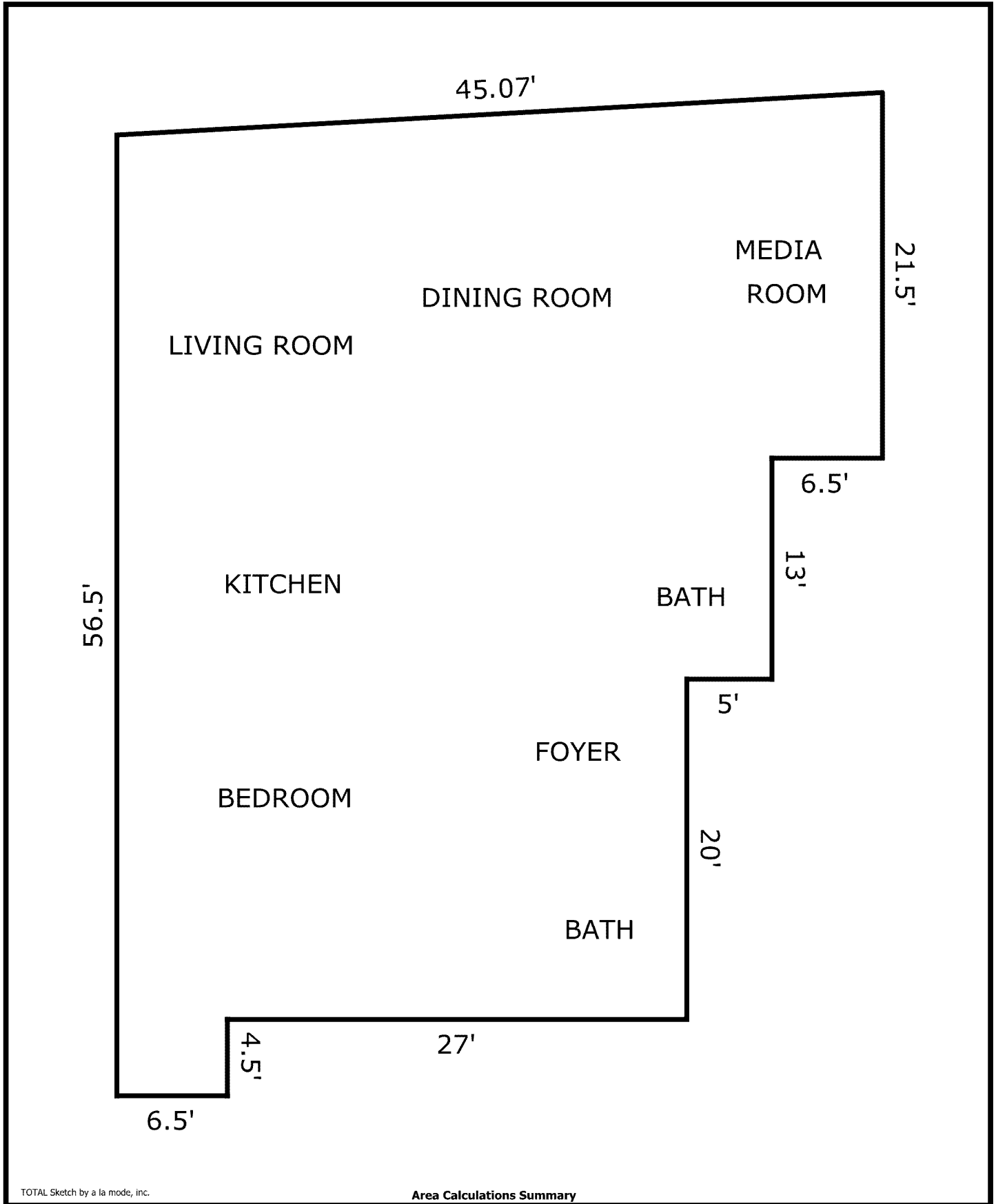
DESCRIPTION OF INDIVIDUAL UNITS

UNIT DESIGNATION	TAX LOT NO.	LOCATION IN BUILDING	APROX. AREA IN SQ. FT. (GROSS)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS	LIMITED COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS	PERCENT AGE OF COMMON INTEREST
1A (Commercial Unit)	1101	subcellar, cellar and 1 st floor	14,437†	mechanical rooms, boilers, elevator equipment room, and utility rooms, fire stairs on west wall, fire stairs on north wall	CLCE: elevator (255 sq. ft)	14.437%
2A	1102	2 nd floor	2,678		RLCE: residential elevator, fire stairs and floor lobby 2FRLCE: corridor connecting fire stairs to Unit entrance	7.6990%
2B	1103	2 nd floor	2,556		RLCE: fire stairs and floor lobby 2FRLCE: corridor connecting fire stairs to Unit entrance	7.5311%
3	1104	3 rd floor	5,292		RLCE: residential elevator, fire stairs and floor lobby	15.2140%
4	1105	4 th floor	5,226		RLCE: residential elevator, fire stairs and floor lobby	15.3999%
5	1106	5 th floor	5,226		RLCE: residential elevator, fire stairs and floor lobby	15.7755%
Penthouse	1107	6 th floor and penthouse	9,865*		RLCE: residential elevator, fire stairs and floor lobby PLCE: main roof (3,073 sq. ft.)	24.4873%

PLCE = Penthouse Limited Common Elements
 CLCE = Commercial Limited Common Elements
 RLCE = Residential Limited Common Elements
 2FRLCE = 2nd Floor Residential Limited Common Elements
 † Includes 255 sq. ft. of CLCE
 * Includes 3,073 sq. ft. of PLCE

Building Sketch

Borrower	DENTON, NICK			
Property Address	76 Crosby St			
City	New York	County NEW YORK	State NY	Zip Code 10012
Lender/Client	JPMORGAN CHASE BANK, NA			



TOTAL Sketch by a la mode, inc.

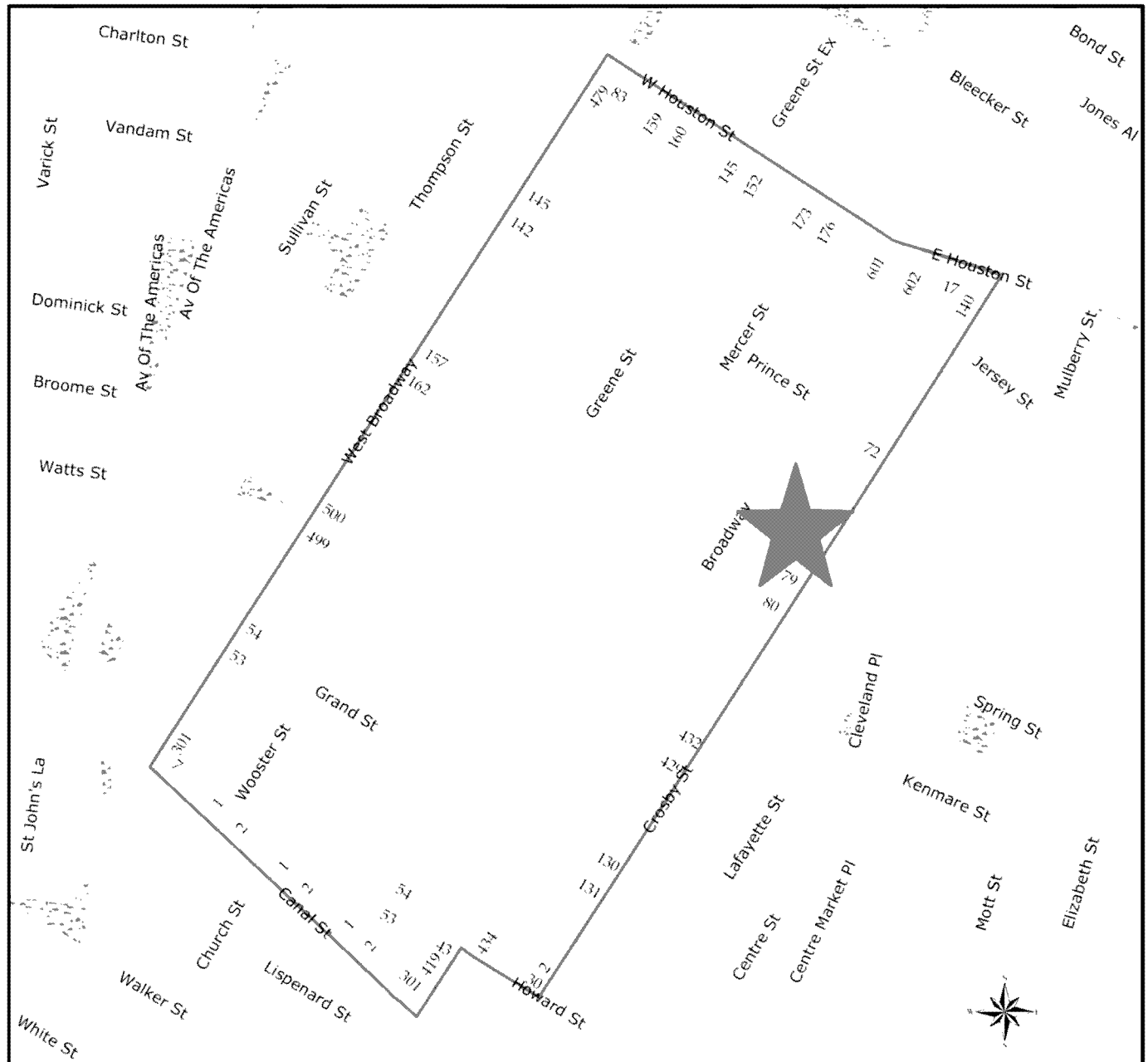
Area Calculations Summary

Living Area	Area Calculations Summary		Calculation Details
First Floor	2111 Sq ft		$6.5 \times 4.5 = 29.25$ $33.5 \times 20 = 670$ $38.5 \times 13 = 500.5$ $45 \times 19 = 855$ $0.5 \times 45 \times 2.5 = 56.25$
Total Living Area (Rounded):	2111 Sq ft		

SoHo-Cast Iron Historic District Landmark Map

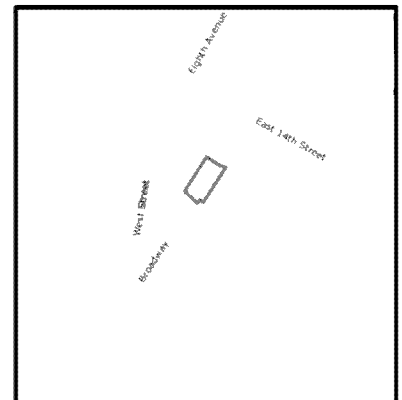
Borrower	DENTON, NICK			
Property Address	76 Crosby St			
City	New York	County NEW YORK	State NY	Zip Code 10012
Lender/Client	JPMORGAN CHASE BANK, NA			

SoHo-Cast Iron



SoHo-Cast Iron
Historic District
Manhattan
Designated: August 14, 1973

Historic District Boundaries



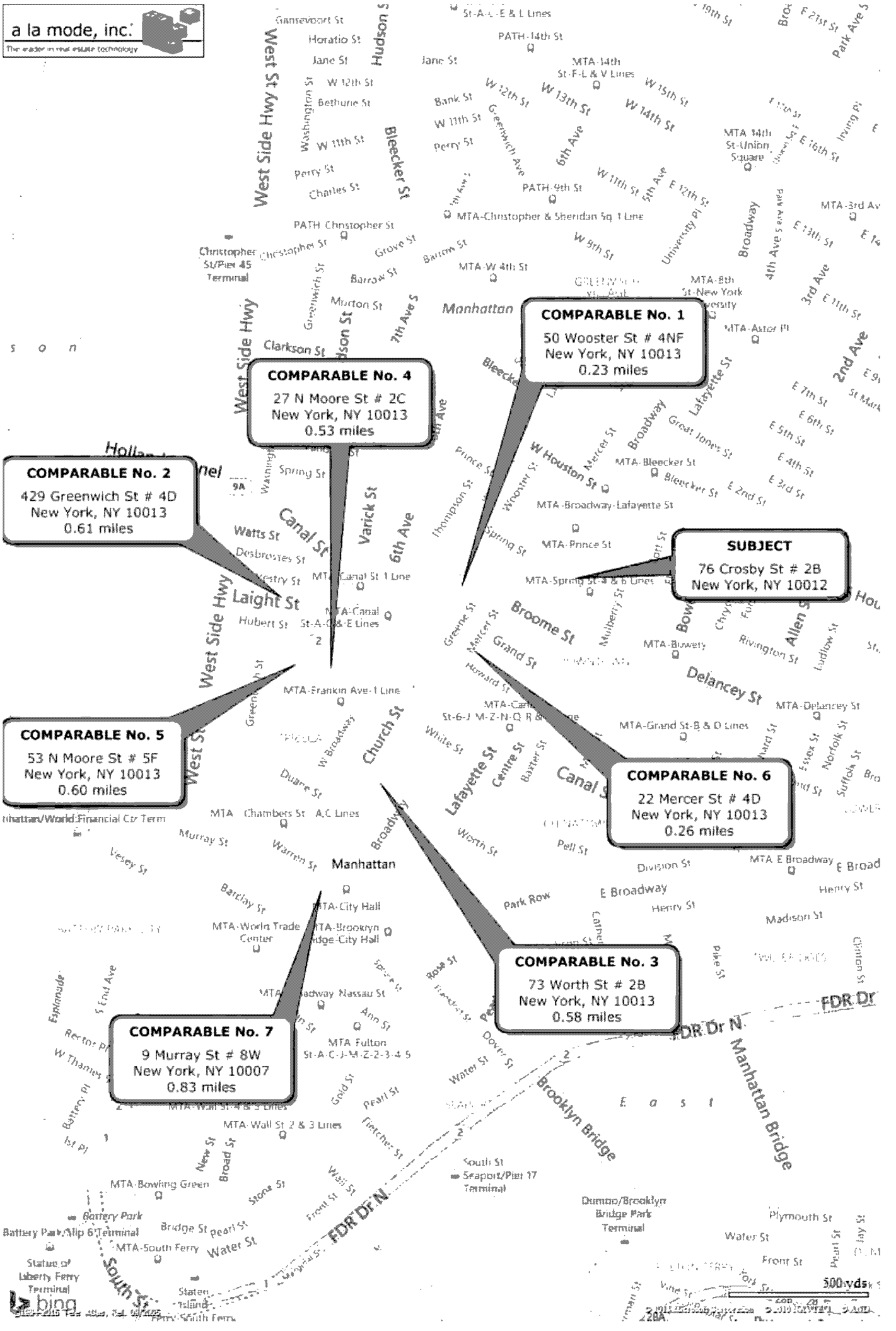
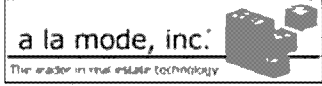
Aerial Map

Borrower	DENTON, NICK						
Property Address	76 Crosby St						
City	New York	County	NEW YORK	State	NY	Zip Code	10012
Lender/Client	JPMORGAN CHASE BANK, NA						



Location Map

Borrower	DENTON, NICK			
Property Address	76 Crosby St			
City	New York	County NEW YORK	State NY	Zip Code 10012
Lender/Client	JPMORGAN CHASE BANK, NA			



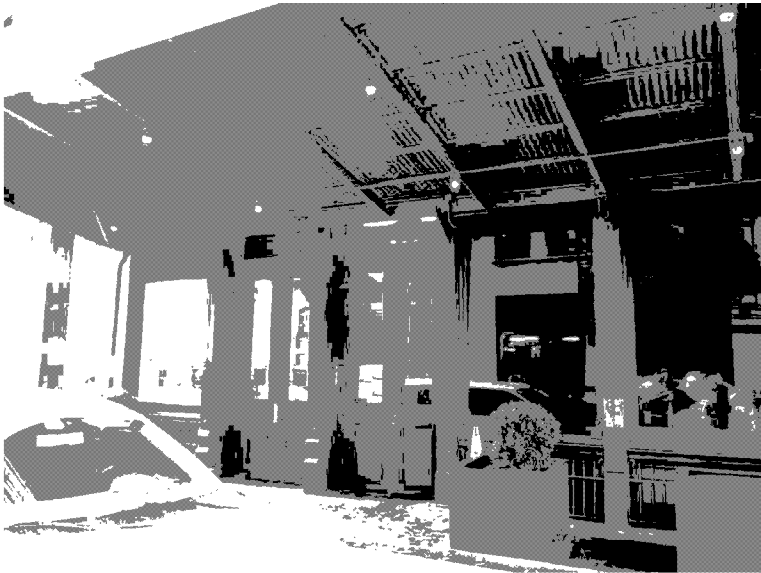
Subject Photo Page

Borrower	DENTON, NICK						
Property Address	76 Crosby St						
City	New York	County	NEW YORK	State	NY	Zip Code	10012
Lender/Client	JPMORGAN CHASE BANK, NA						



Subject Front

76 Crosby St
Sales Price
Gross Living Area 2,556
Total Rooms 5
Total Bedrooms 1
Total Bathrooms 2.0
Location B;Res;
View N;CtyStr;
Site TYPICAL/CNDO
Quality Q2
Age 131



Subject Main Entrance



Subject Street

Photograph Addendum

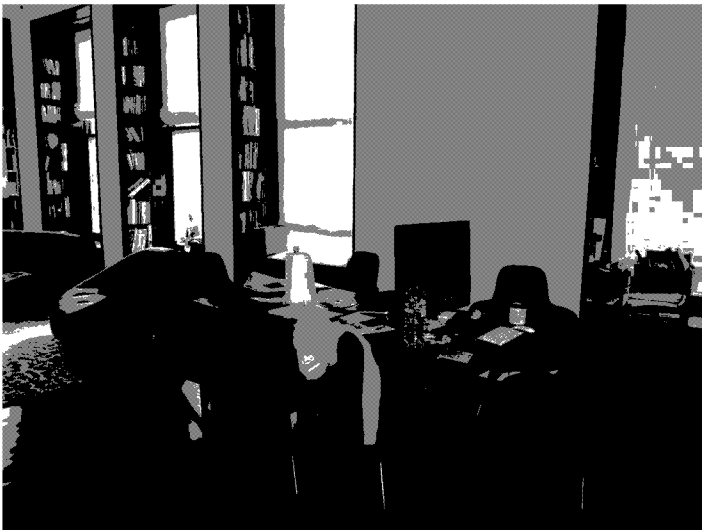
Borrower	DENTON, NICK						
Property Address	76 Crosby St						
City	New York	County	NEW YORK	State	NY	Zip Code	10012
Lender/Client	JPMORGAN CHASE BANK, NA						



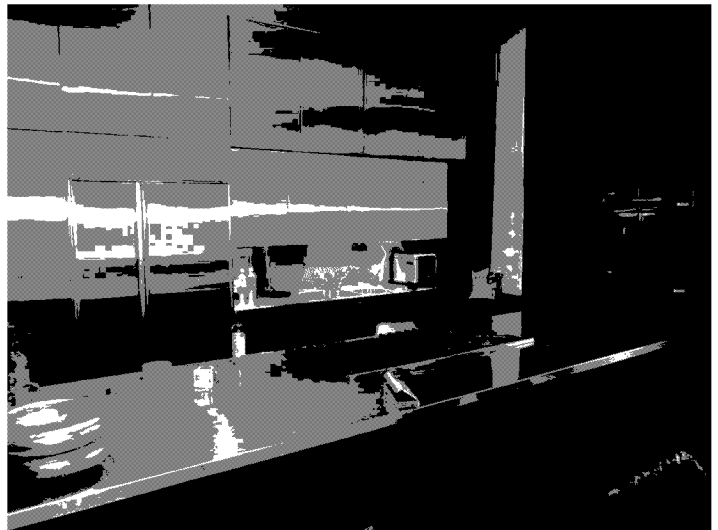
SUBJECT UNIT #2B'S ENTRANCE TO THE BUILDING



LIVING ROOM



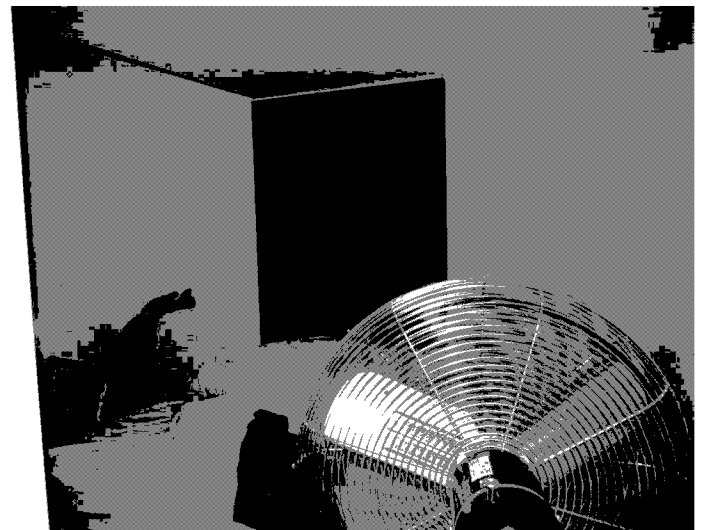
DINING ROOM



KITCHEN



MEDIA ROOM



BEDROOM

Photograph Addendum

Borrower	DENTON, NICK						
Property Address	76 Crosby St						
City	New York	County	NEW YORK	State	NY	Zip Code	10012
Lender/Client	JPMORGAN CHASE BANK, NA						



BATH



BATH



SHOWER WITH SECOND BATH



FOYER



VIEW OF SPRING ST. AND CROSBY ST.



VIEW OF SPRING ST. AND CROSBY ST.

Comparable Photo Page

Borrower	DENTON, NICK			
Property Address	76 Crosby St			
City	New York	County NEW YORK	State NY	Zip Code 10012
Lender/Client	JPMORGAN CHASE BANK, NA			



Comparable 1

50 Wooster St	
Prox. to Subject	0.23 MILES W
Sale Price	4,350,000
Gross Living Area	2,696
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	3.0
Location	B;Res;
View	N;CtyStr;
Site	TYPICAL/CNDO
Quality	Q2
Age	132



Comparable 2

429 Greenwich St	
Prox. to Subject	0.61 MILES W
Sale Price	4,350,000
Gross Living Area	2,385
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2.1
Location	B;Res;
View	N;CtyStr;
Site	TYPICAL/CNDO
Quality	Q2
Age	95



Comparable 3

73 Worth St	
Prox. to Subject	0.58 MILES SW
Sale Price	4,600,000
Gross Living Area	2,565
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2.0
Location	B;Res;
View	N;CtySky;
Site	TYPICAL/CNDO
Quality	Q2
Age	95

Comparable Photo Page

Borrower	DENTON, NICK			
Property Address	76 Crosby St			
City	New York	County NEW YORK	State NY	Zip Code 10012
Lender/Client	JPMORGAN CHASE BANK, NA			



Comparable 4

27 N Moore St	
Prox. to Subject	0.53 MILES SW
Sale Price	4,300,000
Gross Living Area	2,300
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.1
Location	B;Res;
View	N;CtyStr;
Site	TYPICAL/CNDO
Quality	Q2
Age	110



Comparable 5

53 N Moore St	
Prox. to Subject	0.60 MILES W
Sale Price	4,130,000
Gross Living Area	2,436
Total Rooms	5
Total Bedrooms	2
Total Bathrooms	2.0
Location	B;Res;
View	N;CtyStr;
Site	TYPICAL/CNDO
Quality	Q2
Age	105



Comparable 6

22 Mercer St	
Prox. to Subject	0.26 MILES SW
Sale Price	4,600,000
Gross Living Area	2,392
Total Rooms	4
Total Bedrooms	2
Total Bathrooms	2.1
Location	B;Res;
View	N;CtyStr;
Site	TYPICAL/CNDO
Quality	Q2
Age	155

Comparable Photo Page

Borrower	DENTON, NICK						
Property Address	76 Crosby St						
City	New York	County	NEW YORK	State	NY	Zip Code	10012
Lender/Client	JPMORGAN CHASE BANK, NA						



Comparable 7

9 Murray St	
Prox. to Subject	0.83 MILES SW
Sale Price	4,495,000
Gross Living Area	2,652
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.1
Location	B;Res;
View	N;CtySky;
Site	TYPICAL/CNDO
Quality	Q2
Age	115

Comparable 8

Prox. to Subject	
Sale Price	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	
View	
Site	
Quality	
Age	

Comparable 9

Prox. to Subject	
Sale Price	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	
View	
Site	
Quality	
Age	

Borrower	DENTON, NICK			File No.	76CROSBYST#2B-11/15-2
Property Address	76 Crosby St				
City	New York	County	NEW YORK	State	NY Zip Code 10012
Lender/Client	JPMORGAN CHASE BANK, NA				

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Kenneth H. Lippe, SRA, acting as the Review Appraiser, had performed the review of the original appraisal on 10/17/2013, which is within the three year period immediately preceding acceptance of this assignment. In addition, Barry M. Lippe, acting as the Inspecting Appraiser, had performed an original appraisal on 10/17/2013 regarding the Subject property, which is within the three year period immediately preceding this assignment.

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 1-6 MONTHS

EXPOSURE TIME IS THE ESTIMATED LENGTH OF TIME THAT THE PROPERTY INTEREST BEING APPRAISED WOULD HAVE BEEN OFFERED ON THE MARKET PRIOR TO THE HYPOTHETICAL CONSUMMATION OF A SALE ON THE EFFECTIVE DATE OF THE APPRAISAL. IT IS THE OPINION OF THE APPRAISER THAT THE EXPOSURE TIME BASED ON AN ANALYSIS OF PAST EVENTS, ASSUMING A COMPETITIVE AND OPEN MARKET FOR THE SUBJECT PROPERTY WOULD BE APPROXIMATELY 1-6 MONTHS.

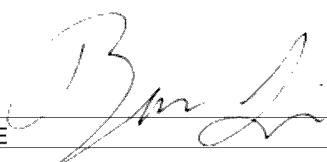
Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

THIS IS AN APPRAISAL REPORT WHICH IS IN COMPLIANCE WITH THE REPORTING REQUIREMENTS SET FORTH UNDER STANDARDS RULE 2-2A THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE, (USPAP). IT REPRESENTS AN "APPRAISAL REPORT" OF THE SCOPE, REASONING, DATA GATHERING, ANALYSES, AND VALUATION CONCLUSIONS OF THE APPRAISAL PROCESS UTILIZED TO DEVELOP OUR FINAL VALUE ESTIMATE FOR THE SUBJECT PROPERTY. ALL ADDITIONAL DOCUMENTATION WITH REGARD TO THE REPORT, IE. ADDITIONAL COMPARABLE SALES, PHOTOS, SURVEYS (IF AVAILABLE), BLUE PRINTS, (IF NEW OR PROPOSED CONSTRUCTION), AND ANY DATA PRINTOUTS, ARE ON FILE IN OUR OFFICES. THE DEPTH OF THE DISCUSSION CONTAINED IN THE REPORT IS SPECIFIC TO THE NEEDS OF THE CLIENT AND FOR THE INTENDED USE WHICH WAS STATED IN THE REPORT. WE ARE NOT RESPONSIBLE FOR ANY UNAUTHORIZED USES OF THIS REPORT. IN DEVELOPING THIS REPORT WE PERFORMED THE COMPLETE APPRAISAL PROCESS AS DEFINED BY USPAP.

WE CERTIFY THAT, TO THE BEST OF OUR KNOWLEDGE & BELIEF: THE STATEMENTS OF FACT OBTAINED IN THIS REPORT ARE TRUE & CORRECT; THE REPORTED ANALYSES, OPINIONS, AND CONCLUSIONS ARE LIMITED ONLY BY THE REPORTED ASSUMPTIONS AND LIMITING CONDITIONS, AND ARE OUR PERSONAL, IMPARTIAL AND UNBIASED PROFESSIONAL ANALYSES, OPINIONS AND CONCLUSIONS; WE HAVE NO PRESENT OR PROSPECTIVE INTEREST IN THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AND NO PERSONAL INTEREST WITH RESPECT TO THE PARTIES INVOLVED; WE HAVE NO BIAS WITH RESPECT TO THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT OR TO THE PARTIES INVOLVED WITH THIS ASSIGNMENT; OUR ENGAGEMENT IN THIS ASSIGNMENT WAS NOT CONTINGENT UPON DEVELOPING OR REPORTING PREDETERMINED RESULTS; OUR COMPENSATION FOR COMPLETING THIS ASSIGNMENT IS NOT CONTINGENT UPON THE DEVELOPMENT, OR REPORTING OF A PREDETERMINED VALUE OR DIRECTION IN VALUE THAT FAVORS THE CAUSE OF THE CLIENT, THE AMOUNT OF THE VALUE OPINION, THE ATTAINMENT OF A STIPULATED RESULT, OR THE OCCURRENCE OF A SUBSEQUENT EVENT DIRECTLY RELATED TO THE INTENDED USE OF THIS APPRAISAL.

APPRAISER:

Signature: 
Name: BARRY M. LIPPE

State Certification #: 45000050424
or State License #:

State: NY Expiration Date of Certification or License: 11/18/2016

Date of Signature and Report: 12/10/2015

Effective Date of Appraisal: 11/30/2015

Inspection of Subject: None Interior and Exterior Exterior-Only

Date of Inspection (if applicable): 11/30/2015

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: 
Name: KENNETH H. LIPPE, SRA

State Certification #: GEN CERT. 46000001231
or State License #:

State: NY Expiration Date of Certification or License: 10/21/2017

Date of Signature: 12/10/2015

Inspection of Subject: None Interior and Exterior Exterior-Only

Date of Inspection (if applicable):

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

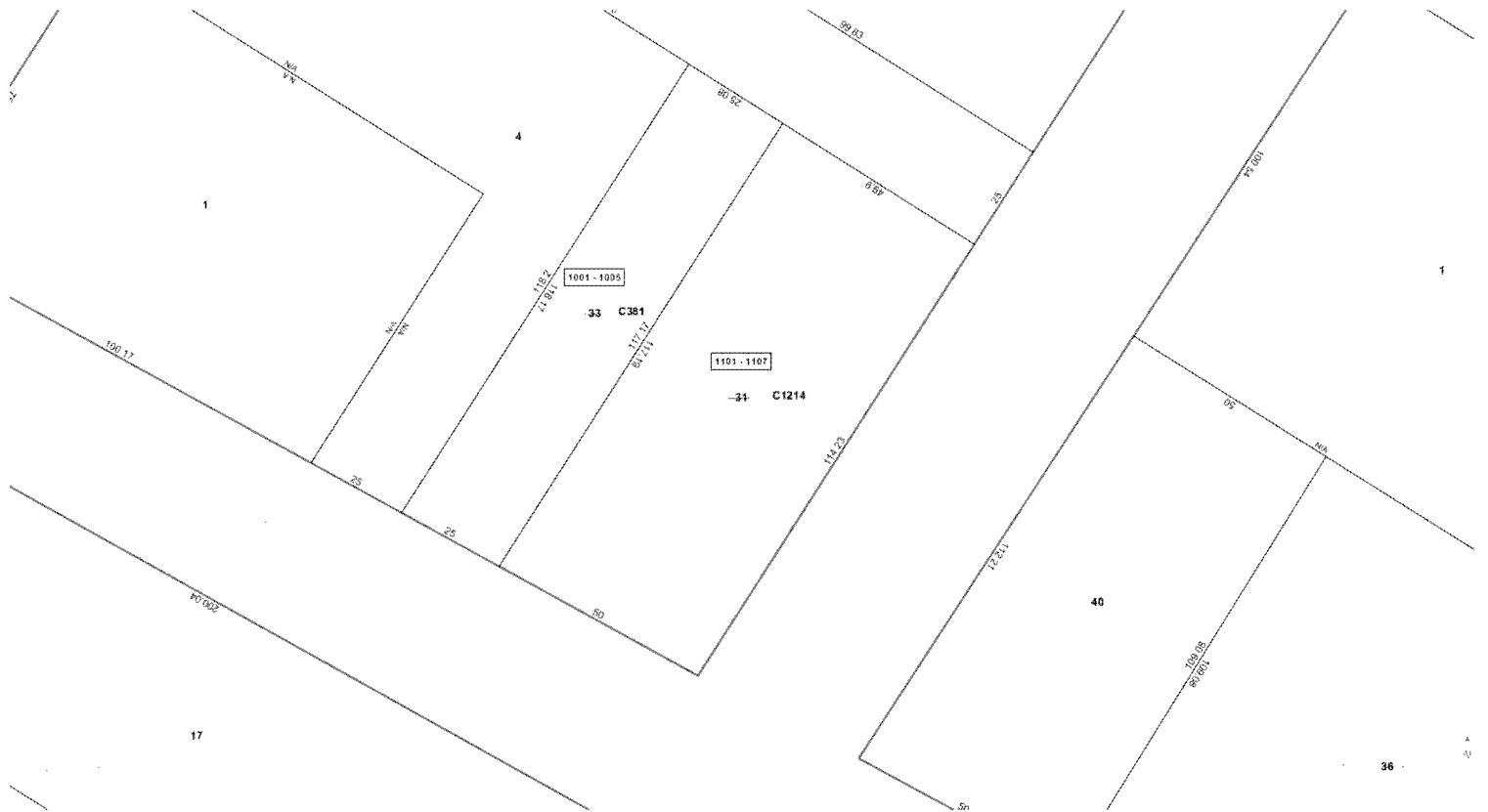
Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

Tax Map



License

UNIQUE ID NUMBER
45000050424

State of New York
Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control
No. **80706**

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE
EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE
MO. DAY YR
11 19 14

LIPPE BARRY M
C/O VALUTRON APPRAISAL SERVICE
115 MIMOSA DR
EAST HILLS, NY 11576

EXPIRATION DATE
MO. DAY YR
11 18 16

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R. E. RESIDENTIAL APPRAISER

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

CESAR A. PERALES
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

License

UNIQUE ID NUMBER 46000001231	<i>State of New York</i> <i>Department of State</i>	FOR OFFICE USE ONLY Control No. 86126
DIVISION OF LICENSING SERVICES		
PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.		EFFECTIVE DATE MO. DAY YR. 10 22 15
LIPPE KENNETH H C/O VALUTRON APPRAISAL SERVICE 115 MIMOSA DR EAST HILLS, NY 11576		EXPIRATION DATE MO. DAY YR. 10 21 17
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER		
		In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed. CESAR A. PERALES SECRETARY OF STATE
DOS-1098 (Rev. 3/01)		

Engagement Letter - Page 1



APPRAISAL SERVICES GROUP (ASG)
201 North Central Avenue, Floor 20
Phoenix, AZ 85004
Tel: +1-(602) 327-4971
Fax: +1-

Lisa Kuhne
Review Appraiser
lisa.kuhne@chase.com

November 12, 2015

Kenneth Lippe
Valutron Appraisal Services, Inc.
P.O. Box 340
Roslyn Heights, NY 11577

Re: Nick Denton
76 Crosby St, Apt 2B
New York, NY 10012
ASG File #: SF15-08280-001

Dear Kenneth Lippe,

Regarding the above referenced property, as described below, this letter will serve as authorization for you to develop a written External Appraisal in a Form 1073 Condo Unit Interior Insp. report estimating the following:

Requested Value(s):

<u>Valuation Premise</u>	<u>Premise Qualifier</u>	<u>Property Rights</u>	<u>Premise Comment</u>
Market Value	As Is	Fee Simple	

As previously agreed, the basic scope of the assignment should include:

Report: Report must include copy of Valid State Certifications - REQUIRED
Electronic Report PDF
The subject property must be inspected by an appraiser who is certified or licensed, whichever is applicable, and if required for the assignment, in the state where the property is located. This appraiser must also sign the report.

Analysis: Sales Comparison Approach
See ASG External Guidelines for details on Market Analysis - Level B.
URAR 1004MC Addenda to URAR 1004 Form

Additional Question: Regarding this property and transaction, is this the first communication you have had regarding the need for an appraisal? If No, please provide details:

Intended Use: Intended Use is Loan Underwriting

Intended User: Intended User is JPMorgan Chase Bank, N.A.

Client: Client: JPMorgan Chase Bank, N.A.

Process Comments: In accordance with USPAP Standard Rule 1-6 and USPAP Standard Rule 2-2(b)(viii), A reconciliation of each approach used is required. ASG would emphasize the need to reconcile the sales comparison approach. This requires an analysis/explanation of how the reconciled value was determined within the indicated range of the sales comparison approach.
Include at least one competitive listing. If the market is declining, include two competitive listings.
If the subject is tenant occupied, the lease terms must be analyzed and discussed within the report, including any impact on value and marketability.
If the appraisal is developed and reported in any value premise other than AS IS, then an AS IS value must also be reported in your report.

SF15-08280-001

2

If there has been any recent, substantial remodeling/renovations to the subject, the appraiser should report the costs associated, if available. Report the most recent sales activity for the subject and comparables regardless of sale date. Report and analyze any pending purchase agreement and/or listing history including reconciling the contract and/or list price to the opinion of value. Include a building sketch with exterior dimensions and GLA calculations or unit sketch with dimensions. If other sources are relied upon, clearly state the source of the reported GLA. Changes in the scope, such as report form, or additional site(s) or units, should be reported to ASG immediately upon discovery. Interior photos: kitchen, bathrooms, main living areas, and any examples of recent updating, remodeling or renovation and/or any physical deterioration if present. MLS photos are not acceptable unless no other photo will adequately represent the property.

Single Family Scope:

For condos/coops, the project questionnaire should be included, if available; if not available or deemed unreliable, please indicate the source of the project info. The Scope of Work (SOW) for this appraisal assignment is based on an interior and exterior subject property inspection as determined by the complexity of the appraisal assignment and the reporting requirements of the appraisal report form, including the stated Definition of Market Value, Statement of Assumptions and Limiting Conditions, and Certifications. The appraiser is required at a minimum, to:

- Perform a complete visual inspection of the interior and exterior areas of the subject property;
- Inspect the neighborhood;
- Inspect each of the comparable sales, at least from the street;
- Research, verify, and analyze data from reliable public and or private sources; and
- Report his or her analysis, opinions, and conclusions in the appraisal report.
- We require that the Cost Approach to Value be developed and reported within the appraisal report, including support of the land value estimate.
- Identify each freestanding structure in your appraisal report property description and include at least one photograph of each. (i.e. the main dwelling, garage, and any other detached structure such as: pool house, guest house, barn, etc.)
- Include both the Replacement Cost Value (RCV) new and ACV (Actual Cash Value), individually for each freestanding structure, in the space immediately above the Cost Approach. Additionally, indicate the totals for these structures in your Cost Approach. The cost calculations for these various detached structures do not need to be presented but should be retained in your work file and back notes. Please see the ASG External Guidelines for additional information, or contact the ASG Review Appraiser if you have any questions.
- If land sales are not available, please comment on the source for support of the land value estimate. Note that the development of the Cost Approach to Value is not required for condo or co-op property types.

Single Family Scope - cont'd:

The Scope of Work stated on the appraisal report form reflects the minimum level of research and analysis required. The appraiser can expand the minimum Scope of Work for the appraisal and report on any additional research or analysis that was necessary and performed based on the complexity of the appraisal assignment. The need for an expanded Scope of Work is specific to the particular appraisal assignment and should be the exception, not the norm, for appraisals on typical one-unit properties. JPM ASG will expect that the appraisal process and reporting to be completed in compliance with current USPAP requirements and the JPM ASG External Appraisal Guidelines.

It is critical that appraiser independence is maintained. Therefore, the fee appraiser is prohibited from discussing any aspect of this appraisal assignment with anyone other than ASG personnel. These limitations include, but are not limited to, the amount of the appraisal fee, preliminary and or final value conclusions, any valuation assumptions and or conditions, status of appraisal

SF15-08280-001

3

report delivery, etc.

The State Certified appraiser who signs the engagement letter is always required to sign the appraisal report. Attach a copy of the current state license for each appraiser who signs the appraisal report.

Please attach a copy of the entire, signed Letter of Engagement to your appraisal report

Invoices:

Please add the ASG File Number found on the Engagement Letter to each Invoice.

Each Invoice, and the data added to RIMS Central, must itemize State Sales Tax. Show or enter \$0 if there is no such tax.

Award Comments: N/A

Property Description:

Property Type Major: Residential
Property Sub-Type: Attached
Property Current Use: Condominium/Townhouse Unit
Property Primary Size: 0
Property Primary Size Unit: Units
Property Land Size: 0
Property Land Size Unit: SF
Parcel: 0

Property Description:

It is a specific requirement that: (1) your value estimate of the above-referenced property be based on and conform to the definition of "Market Value" contained in Title XI of the Financial Institution Reform Recovery and Enforcement Act of 1989, and regulations promulgated by relevant regulatory agencies pursuant to that act (collectively, "FIRREA"); and (2) the definition of "Market Value" contained in FIRREA be stated in the appraisal report. Unless specifically requested by the Appraisal Services Group (ASG), there must be no reference(s) whatsoever in the appraisal report to any other technically recognized perceptions of and/or modifications to value, such as "Fair Value", "Use Value", "Liquidation Value" or any other such term(s) that might be construed or interpreted to be an alternative to, a substitute for, or synonymous with Market Value as defined in FIRREA.

Unless otherwise noted above, it is understood that Chase together with its subsidiaries and affiliates, including Chase and their successors (collectively, "Chase"), is both the client and the intended user, and the intended use of the appraisal is for Chase's underwriting purposes. The appraisal must be prepared in compliance with FIRREA and the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal must also conform to Chase's Appraisal Guidelines, which are revised periodically. It is your responsibility to review them from time to time as you will not be automatically notified when they are revised. A copy of the Guidelines can be reviewed at <http://www.chase.com/appraisal> (doc password: asg05).

The terms and conditions of Chase's Appraisal Guidelines, including provisions relating to Fair Lending, confidentiality and Confidential Information (as defined in the Guidelines) are incorporated into this letter by reference for all purposes and shall be considered a part hereof. You represent to Chase that you have reviewed those Guidelines before executing this letter and that you agree to the terms thereof.

Please contact the borrower's representative listed below to arrange for a property inspection and the delivery of any property information that may be deemed necessary to complete this assignment. You are acting in this capacity as an independent contractor and you are not authorized to represent yourself as an employee or agent of Chase.

Nick Denton, Borrower
Phone: 917-438-7214

The total fee, inclusive of all expenses, for this assignment is \$1,200.00 due after delivery of an electronic copy of the External Appraisal in a "read only" format (preferably Adobe "pdf") and 0 hard copies. It is agreed that the completed appraisal reports will be delivered on or before November 27, 2015.

Please address the appraisal report to:

Engagement Letter - Page 4

SF15-08280-001

4

Lisa Kuhne
Review Appraiser
JPMorgan Chase Bank, N.A.
AZ1-1183
201 North Central Avenue Floor 20
Phoenix, AZ 85004
lisa.kuhne@chase.com

For RIMS users, the report should be uploaded to RIMS Central; non-RIMS users should provide the report via email to the following:

Lisa Kuhne
JPMorgan Chase Bank, N.A.
AZ1-1183
201 North Central Avenue Floor 20
Phoenix, AZ 85004
lisa.kuhne@chase.com

Jennifer M Stoker
JPMorgan Chase Bank, N.A.
TX2-S068
712 Main Street 11
Houston, TX 77002
jennifer.m.stoker@chase.com

To ensure prompt payment of your professional fee, do not include the above-referenced individual's name on the invoice. It is also important that the word "invoice" appears on the document (do not use the word "statement") as well as your taxpayer identification number.

Any request for the extension of the report delivery date must be in writing and should be faxed or e-mailed to the undersigned as soon as possible (generally requests should only be made when reasons for delay are attributable to either our customer or our own bank personnel). Please be aware that unless we have given prior approval to your request for an extension, a late charge may be assessed at the rate of 10% of the total fee for receipt of your appraisal report by our office on the first business day following the due date and 5% per day thereafter. This charge is in the nature of liquidated damages, and you agree that it represents a reasonable estimate of loss and not a penalty.

It is imperative that you contact the undersigned immediately if the property contact has been unresponsive and/or the delivery of the necessary information to complete this assignment is being delayed. It must be emphasized that your failure to comply with this directive will eliminate the lack of necessary property information as an acceptable reason for late delivery.

Chase reserves the right to provide copies of the appraisal report (in its entirety) to interested parties, including Chase's agents, subsidiaries, affiliates, and their successors, the borrower(s), and existing and/or potential loan participants or purchasers. Please include a copy of this engagement letter and evidence of your state certification in the appraisal report's addenda. During and upon completion of this appraisal assignment, neither the value conclusion nor any other aspect of the valuation should be released to anyone other than a member of Chase Appraisal Services Group. Please contact the undersigned if you have any questions or comments regarding this assignment.

If this letter accurately represents your understanding of this appraisal assignment and the specifications pertaining thereto, please signify so by 1) accepting this award via RIMS Central; or 2) if not a RIMS user by signing in the space provided below and returning one original copy of this letter to the undersigned.

Sincerely,

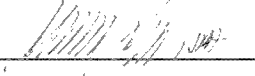
Lisa Kuhne
JPMorgan Chase Bank, N.A.
Review Appraiser

Engagement Letter - Page 5

SF15-08280-001

5

Accepted and agreed as of the 12 day of November, 2015



Kenneth Lippe
(516)621-4477

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA**

**TERRY GENE BOLLEA professionally
known as HULK HOGAN,**

Plaintiff,

vs.

Case No. 12012447CI-011

GAWKER MEDIA, LLC, et al.,

Defendants.

_____ /

**ORDER ON DEFENDANTS' MOTION FOR STAY OF
EXECUTION OF JUDGMENT PENDING APPEAL**

THIS CAUSE came before the Court on June 10, 2016 on the "Motion for Stay of Execution of Judgment Pending Appeal" filed by the Defendants, Gawker Media, LLC, Nick Denton, and A.J. Daulerio. The Court, having considered the motion, the Plaintiff's Bench Memorandum, the arguments of counsel, the record, and being otherwise advised in the premises, hereby

ORDERS AND ADJUDGES as follows:

1. Based upon the representations concerning the Defendants' financial condition, including the affidavits and financial documents filed in support of the Defendants' Motion for Stay of Execution of Judgment Pending Appeal, the Court hereby GRANTS a stay of execution of the Final Judgment dated June 7, 2016, pending appeal, subject to the following terms and conditions:

a. By no later than **June 13, 2016**, the Defendants all will take an appeal to the Florida Second District Court of Appeal to review the Final Judgment entered in this case on June 7, 2016, and filed in the records of this Court in book 19223 at page 748 (the "Final Judgment").

b. Defendant, Nick Denton represents that he currently owns, holds and controls 29.52 % of Gawker Media Group, Inc.'s issued and outstanding stock. Mr. Denton further represents that this stock is unrestricted, not subject to any liens, security interests or other encumbrances, and is freely assignable and transferrable to the Plaintiff; and further represents that he has obtained all necessary authorizations and approvals to transfer said stock pursuant to the terms and conditions set forth in this Order. Mr. Denton shall pledge any and all Gawker Media Group, Inc. stock which he holds, owns and/or controls to Plaintiff, Terry Bollea, as security for the Final Judgment pending appeal. On or before **5:00 p.m. on June 14, 2016**, Mr. Denton shall endorse, transfer and deliver to Bajo Cueva Cohen & Turkel, P.A., c/o Kenneth G. Turkel, Esq., 100 North Tampa Street, Suite 1900, Tampa, FL 33602, each and every share certificate(s) for any and all shares of stock of Gawker Media Group, Inc. which Mr. Denton owns, holds or controls. The certificates shall be endorsed such that all right, title and ownership of the shares immediately vests in Mr. Bollea upon the dismissal of Defendants' appeal or the affirmance of the Final Judgment. Bajo Cueva Cohen & Turkel, P.A. shall hold and maintain Mr. Denton's Gawker Media Group, Inc. stock certificate(s) in trust, until further order of this Court. If the Defendants shall satisfy the monetary award contained in the Final Judgment in full, including, if allowed by law, costs, interest, and attorneys' fees, and damages for delay in the event said appeal is dismissed or said judgment is affirmed, then this obligation shall be null and void and the shares of stock shall be returned to Defendant, Nick Denton; otherwise to remain in full force and effect.

c. The Defendants shall fully and completely comply with paragraphs 6, 7 and 8 of the Final Judgment on or before **June 17, 2016**.

d. The Defendants shall fully comply with paragraph 5 of the Final Judgment and the Permanent Injunction entered June 7, 2016.

e. The Plaintiff shall immediately be entitled to take any and all steps necessary and appropriate to perfect his rights as a judgment creditor and to establish and perfect his judgment lien and priority as a creditor of Defendants, including, without limitation, recording and re-recording the Final Judgment in any jurisdiction, filing judgment lien certificates, and domestication of the Final Judgment in any state or foreign country.

f. The Plaintiff shall immediately be entitled the following discovery:

- (1) The Plaintiff may serve requests for production and interrogatories in aid of execution upon each of the Defendants on **June 13, 2016**, and Defendants shall serve written responses and produce all non-privileged¹, responsive documents on or before **June 27, 2016**;
- (2) Mr. Denton, Mr. Daulerio and a corporate representative of Gawker Media, LLC shall appear for the taking of their depositions in aid of execution at mutually agreeable dates and times during the week of **July 11-15, 2016**;
- (3) The Court shall issue Letters Rogatory and any related orders necessary to permit Mr. Bollea to conduct discovery in the United Kingdom, Hungary and the Cayman Islands; and Mr. Bollea shall file a motion specifically identifying the records and documents he seeks through such discovery on or before **June 15, 2016**, at which

¹ A detailed privilege log must be provided for any documents or records withheld on the basis of privilege.

time Defendants shall have until **June 22, 2016** to object to any specific items sought by Mr. Bollea; and

- (4) The Plaintiff shall be entitled to depose non-party witnesses and serve subpoenas duces tecum with or without deposition to obtain documents and records associated with the Defendants' financial condition and any potential dissipation, diversion or transfers of assets by Defendants.

g. Without prior Court approval, the Defendants shall not dissipate any assets that may otherwise be subject to execution by Plaintiff, whether through sale, removal, alienation, transfer, assignment or encumbrance, or dilute Mr. Denton's Gawker Media Group, Inc. stock addressed in paragraph 1(b), and shall not instruct, request, counsel, demand, encourage or facilitate any other person or entity to take such actions, except as required to meet ordinary legal or business expenses and the cost of legal representation.

h. Notwithstanding paragraph 1(g), in the event of any potential sale of all or substantially all of the assets or stock of Gawker Media, LLC, Gawker Media Group, Inc., or Kinja, KFT, or any of the intellectual property owned by Kinja, KFT, Gawker Media, LLC and/or Mr. Denton shall immediately provide written notice (electronically or by certified mail) of the potential sale to counsel for the Plaintiff, but in any event no later than fourteen (14) days prior to the date of closing on any such sale. Such notice shall only be provided to counsel for the Plaintiff, shall be subject to the Stipulated Protective Order entered in this case, and shall provide the name of the purchaser(s), a detailed description of the assets, property and/or stock being sold, the sale price, and the date of the closing.

2. Pursuant to Florida Rule of Civil Procedure 9.310, this Court retains jurisdiction to modify the terms of this Order.

3. This Order is entered without prejudice to Mr. Bollea's right to seek additional security and/or a good and sufficient bond at any time.

DONE and ORDERED, in chambers, in St. Petersburg, Pinellas County, Florida, this _____ day of _____, 2016.

Pamela A.M. Campbell
Circuit Court Judge

Conformed copies served on:

All persons identified on the attached Service List

BOLLEA v. GAWKER
Case No: 12 012447 CI 11
Service List

Alia L. Smith, Esquire	asmith@lskslaw.com
Allison M. Steele, Esquire	asteele@rahdertlaw.com
Barry A. Cohen, Esquire	bcohen@tampalawfirm.com
Charles D. Tobin, Esquire	charles.tobin@hklaw.com
Charles J. Harder, Esquire	charder@hmafirm.com
David R. Houston, Esquire	dhouston@houstonatlaw.com
Douglas E. Mirell, Esquire	dmirell@hmafirm.com
Gregg D. Thomas, Esquire	gthomas@tlolawfirm.com
Jennifer J. McGrath, Esquire	jmcgrath@hmafirm.com
Kenneth G. Turkel, Esquire	kturkel@bajocuva.com
Michael Berry, Esquire	mberry@lskslaw.com
Michael D. Sullivan, Esquire	msullivan@lskslaw.com
Michael W. Gaines, Esquire	mgaines@tampalawfirm.com
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Rachel E. Fugate, Esquire	rfugate@tlolawfirm.com
Seth D. Berlin, Esquire	sberlin@lskslaw.com
Shane B. Vogt, Esquire	svogt@bajocuva.com
Terri DeLeo	teri.deleo@bajocuva.com
Timothy J. Conner, Esquire	timothy.conner@hklaw.com
Robert Rogers, Esquire	Robert.rogers@hklaw.com
James Case	jamescase@aol.com

Fill in this information to identify your case:

United States Bankruptcy Court for the:
 SOUTHERN DISTRICT OF NEW YORK

Case number (if known) _____ Chapter 11

Check if this an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

4/16

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Gawker Media, LLC

2. All other names debtor used in the last 8 years
 Include any assumed names, trade names and doing business as names

FDBA Gawker Sales, LLC
 FDBA Gawker Entertainment, LLC
 FDBA Gawker Technology, LLC
 FDBA Blogwire, Inc.

3. Debtor's federal Employer Identification Number (EIN)

4. Debtor's address

	Principal place of business	Mailing address, if different from principal place of business
	<u>114 5th Ave.</u>	
	<u>2nd Floor</u>	
	<u>New York, NY 10011</u>	
	Number, Street, City, State & ZIP Code	P.O. Box, Number, Street, City, State & ZIP Code
	<u>New York</u>	Location of principal assets, if different from principal place of business
	County	
		Number, Street, City, State & ZIP Code

5. Debtor's website (URL) www.gawker.com

6. Type of debtor

Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

Partnership (excluding LLP)

Other. Specify: _____

Debtor Gawker Media, LLC
Name

Case number (if known) _____

7. Describe debtor's business

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply

- Tax-exempt entity (as described in 26 U.S.C. §501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

8129

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:

- Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of _____ Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No.
- Yes.

If more than 2 cases, attach a separate list.

District _____	When _____	Case number _____
District _____	When _____	Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- No
- Yes.

List all cases. If more than 1, attach a separate list

Debtor <u>See Attachment</u>	Relationship _____
District _____	When _____ Case number, if known _____

Debtor Gawker Media, LLC Case number (if known) _____
Name

11. Why is the case filed in this district? *Check all that apply:*
- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 - A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?
- No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
- Why does the property need immediate attention? (Check all that apply.)**
- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 - It needs to be physically secured or protected from the weather.
 - It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 - Other _____
- Where is the property?** _____
Number, Street, City, State & ZIP Code
- Is the property insured?**
- No
 - Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
- Funds will be available for distribution to unsecured creditors.
 - After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors
- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input checked="" type="checkbox"/> 200-999 | | |

15. Estimated Assets
- | | | |
|--|--|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input checked="" type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities
- | | | |
|--|---|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input checked="" type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

Debtor Gawker Media, LLC
Name

Case number (if known) _____



Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor


The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

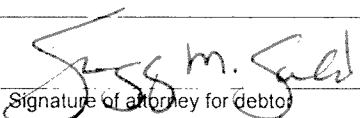
I declare under penalty of perjury that the foregoing is true and correct.

Executed on 6/9/2016
MM / DD / YYYY

X 
Signature of authorized representative of debtor
Title Chief Restructuring Officer

William Holden
Printed name

18. Signature of attorney

X 
Signature of attorney for debtor

Date 06/09/2016
MM / DD / YYYY

Gregg M. Galardi
Printed name

Ropes & Gray LLP
Firm name

1211 Avenue of the Americas
New York, NY 10036-8704
Number, Street, City, State & ZIP Code

Contact phone 212-596-9000 Email address gregg.galardi@ropesgray.com

453506
Bar number and State

GAWKER MEDIA LLC

June 9, 2016

I, Nicholas G.A. Denton, Manager of Gawker Media LLC, a Delaware limited liability company (the "Company"), do hereby certify the following:

1. I am the duly qualified and appointed Manager of the Company.
2. Attached hereto as **Exhibit A** is a true, correct, and complete copy of the written consent (the "Resolutions") duly adopted by the sole member of the Company acting pursuant to the Second Amended and Restated Operating Agreement of the Company, as amended by that certain Amendment No. 3 to the Operating Agreement of Gawker Media LLC, dated as of June 7, 2016 (as amended, amended and restated, modified, supplemented or replaced from time to time, the "Operating Agreement").
3. The Resolutions are not inconsistent with the Operating Agreement.
4. The Resolutions have not been amended, modified, repealed, or rescinded since adopted, and are in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first written above.



By: Nicholas Denton
Title: Manager

EXHIBIT A

**RESOLUTIONS OF THE MANAGEMENT
OF GAWKER MEDIA LLC**

WHEREAS, the sole member (the "Member") and the manager (the "Manager" and, together with the Member, the "Management") of Gawker Media LLC (the "Company"), a Delaware limited liability company, do hereby consent to the taking of the following actions and does hereby adopt the following resolutions;

Chapter 11 Filing

RESOLVED: That in the judgment of the Management of the Company, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company file or cause to be filed a voluntary petition for relief (the "Chapter 11 Case") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

RESOLVED: That any officer of the Company, including the Chief Executive Officer, the President or the Chief Restructuring Officer (collectively, the "Authorized Officers") be, and hereby are, authorized to execute and file on behalf of the Company a chapter 11 petition for relief in the Bankruptcy Court.

RESOLVED: That any Authorized Officer of the Company, acting alone or with one or more other Authorized Officers be, and hereby are, authorized to execute and file on behalf of the Company all schedules, lists and other papers or documents, and to take any and all action which they deem reasonable, advisable, expedient, convenient, necessary or proper to obtain chapter 11 relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

Retention of Professionals

RESOLVED: That the Authorized Officers be, and they hereby are, and each of them acting singly is, authorized to employ the law firm of Ropes & Gray LLP as bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers be, and they are, and each of them acting singly is, authorized to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Chapter 11 Case, and cause to be filed an appropriate application for authority to retain the services of Ropes & Gray LLP.

RESOLVED: That the Authorized Officers be, and they hereby are, and each of them acting singly is, authorized to employ and retain the firm of Opportune LLP (including

for William Holden of Opportune to serve as the Company's Chief Restructuring Officer), to provide management services, in accordance with the terms of an engagement agreement between the Company and Opportune, LLP (the "Opportune Services Agreement"), to represent and assist the Company in carrying out its duties under the Bankruptcy Code and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers be, and they are, and each of them acting singly is, authorized to negotiate the final terms of the Opportune Services Agreement, execute the Services Agreement, and cause to be filed an appropriate application for authority to retain the services of Opportune LLP.

RESOLVED: That the Authorized Officers be, and they hereby are, and each of them acting singly is, authorized to employ and retain the firm of Houlihan Lokey Capital, Inc. ("Houlihan Lokey"), as investment banker in accordance with the terms of an engagement agreement between the Company and Houlihan Lokey (the "HL Services Agreement") to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers be, and they are, and each of them acting singly is, authorized to negotiate the final terms of the HL Services Agreement, execute the HL Services Agreement, and cause to be filed an appropriate application for authority to retain the services of Houlihan Lokey.

RESOLVED: That the Authorized Officers be, and they hereby are, and each of them acting singly is, authorized to employ and retain the firm of Prime Clerk LLC as notice, claims, and balloting agent and as administrative advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers be, and they are, and each of them acting singly is, authorized to negotiate the final terms of Prime Clerk LLC's retention, execute appropriate retention agreements, and cause to be filed an appropriate application for authority to retain the services of Prime Clerk LLC.

RESOLVED: That the Authorized Officers be, and they hereby are, and each of them acting singly is, authorized to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary.

Cash Collateral & Adequate Protection

RESOLVED: That the Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to:

- a. The loan and security agreement (as subsequently amended, the "First Lien Credit Agreement") with Silicon Valley Bank ("Silicon Valley Bank"), pursuant to which Silicon Valley Bank agreed to provide to the Company a term loan facility in the aggregate principal amount of \$7,666,666.67 (the "First Lien Term Loan") and a letter of credit with an undrawn face amount of \$5,302,066.00 (the "First Lien Letter of Credit"). The obligations under the First Lien Credit Agreement are guaranteed by Gawker Media Group, Inc. and Kinja Kft. and are secured on a first priority basis by liens on substantially all of the assets of Gawker Media Group, Inc., Kinja Kft., and the Company.
- b. The loan and security agreement (the "Second Lien Credit Agreement") with US VC Partners LP ("US VC Partners"), a Delaware limited partnership, pursuant to which US VC Partners agreed to extend a term loan facility to Gawker Media Group, Inc. in the initial amount of \$15,000,000 (the "Second Lien Term Loan"). The obligations under the Second Lien Credit Agreement are guaranteed by Gawker Media Group, Inc. and Kinja Kft. and the Second Lien Debt is secured by a second priority lien on substantially all of the assets of the Company, Gawker Media Group, Inc., and Kinja Kft.

RESOLVED: That in order to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), to be documented in a proposed order with terms substantially similar to those considered by the Board (the "Cash Collateral Order").

RESOLVED: That the general terms proposed to be included in the Cash Collateral Order to which the Company will be subject, and the actions and transactions contemplated thereby be, and hereby are authorized and approved, and each of the Authorized Officers of the Company be, and hereby is, authorized and empowered, in the name of and on behalf of the Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform and cause the performance of, the terms proposed to be included in the Cash Collateral Order, and such other agreements, certificates, instruments, receipts, petitions, motions or other papers or documents to which the Company is or will be a party, incur and pay or cause to be paid all fees and expenses and engage such persons, with such changes, additions and modifications thereto as the officers of the Company executing the same shall approve, such approval to be conclusively evidenced by such officers' execution and delivery thereof.

RESOLVED: That the Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized to incur the Adequate Protection Obligations and to undertake any and all related transactions, and that that the Authorized Officers be, and they hereby are, authorized and directed, and each of them acting alone hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions as in their discretion is determined to be necessary, desirable, or appropriate to secure and maintain use of the Cash Collateral.

RESOLVED: That each of the Authorized Officers of the Company be, and hereby is, authorized, directed and empowered in the name of, and on behalf of, the Company to file or to authorize the filing of any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of the Company that are deemed necessary or appropriate to perfect any lien or security interest granted under the Cash Collateral Order, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as the Agents may reasonably request to perfect the security interests of the Agents under the Cash Collateral Order.

RESOLVED: That each of the Authorized Officers of the Company be, and they hereby are, authorized, directed and empowered in the name of, and on behalf of, the Company to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the Adequate Protection Obligations and all fees and expenses incurred by or on behalf of the Company in connection with the foregoing resolutions, which shall in their sole judgment be necessary, proper or advisable to perform the Company's obligations under or in connection with the Cash Collateral Order or any of the other adequate protection documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions.

Debtor-In-Possession Financing

RESOLVED: That the Company would obtain benefits from debtor-in-possession financing ("DIP Financing") in connection with the chapter 11 case, part of which would be used to satisfy the Company's and subsidiaries' obligations under the First Lien Credit Agreement, depending on the size of the DIP Financing. Accordingly, (a) the Management authorizes and approves (i) the execution, delivery, and performance of a debtor in possession credit agreement (the "Credit Agreement"), in the initial amount of up to \$22 million, generally on the terms described to the Management (but with any such changes thereto as the Authorized Officer(s) executing the same shall approve), and any security agreements, guarantee

agreements, other agreements, notes, consents, certificates, amendments, assignments, and instruments in connection therewith (the "Credit Documents," together with the Credit Agreement, the "Financing Documents"), (ii) the granting of a security interest in any assets of the Company as collateral or the guaranty of the obligations of the debtors under the Credit Agreement, and (iii) any transactions effected or to be effected pursuant to the terms and provisions of the Financing Documents; and (b) any Authorized Officer(s) be, and hereby is, authorized and empowered, in the name and on behalf of the Company, to negotiate, execute, deliver, and perform or cause the performance of the Financing Documents, as such Authorized Officer executing the same considers necessary, appropriate, proper, or desirable to effectuate the transactions contemplated by the Financing Documents and other financing arrangements necessary, appropriate, proper, or desirable in the interest of the Company in connection with the chapter 11 case, such determination to be conclusively evidenced by such execution or taking of such action.

Sale of Assets

RESOLVED: That each of the Authorized Officers shall be, and hereby are, authorized to commence the process of marketing and selling the assets of the Company and its subsidiaries outside of a chapter 11 filing and/or in a process approved by the Bankruptcy Court after a chapter 11 filing. Furthermore, each of the Authorized Officers shall be, and hereby are, authorized to enter into an asset purchase agreement to sell the assets of the Company and its subsidiaries (the "Sale"), which Sale may be subject to potential higher or better offers in a chapter 11 proceeding. Each of the Authorized Officers are authorized to adjust the terms of the Sale as necessary, including with respect to price and the particular assets to be sold.

General

RESOLVED: That each of the Authorized Officers be, and hereby is, with power of delegation, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, and other professionals and to take and perform any and all further acts and deeds that each of the Authorized Officers deem necessary, proper, or desirable in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case.

RESOLVED: That the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable,

advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions.

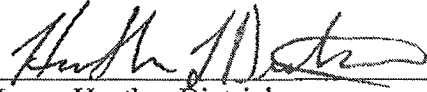
RESOLVED: That all acts, actions, and transactions relating to the matters contemplated by the foregoing Resolutions previously done, on or prior to the date hereof, in the name and on behalf of the Company, in connection with the transactions contemplated by the foregoing resolutions, are in all respects ratified, approved, confirmed and adopted as acts and deeds by and on behalf of the Company.

RESOLVED: That each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder as the sole shareholder, partner, member, or managing member of each direct subsidiary of the Company, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officers' reasonable business judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

RESOLVED: That all members of the Management of the Company have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice.

IN WITNESS WHEREOF, the undersigned has executed these Resolutions of the
Management of Gawker Media LLC as of the date first written above.

GAWKER MEDIA GROUP, INC.,
as sole member of Gawker Media LLC



Name: Heather Dietrick

Title: President

Schedule 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the affiliated entities listed below (the “Debtors”) has filed or will file a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York. The Debtors will file a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered under the number assigned to the chapter 11 case of Gawker Media Group, Inc.

Company
Gawker Media Group, Inc.
Gawker Media LLC
Kinja, Kft.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re : Chapter 11
:
Gawker Media, LLC : Case No. 16-_____ ()
:
Debtor. :
:
-----X

LIST OF EQUITY SECURITY HOLDER PURSUANT TO FED. R. BANKR. P 1007(a)(3)

Shareholder	Approximate Percentage of Shares Held
Gawker Media Group, Inc.	100%

Fill in this information to identify the case and this filing:

Debtor Name Gawker Media, LLC
United States Bankruptcy Court for the: Southern District of NY
(State)
Case number (if known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

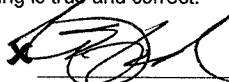
I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 6/9/2016
MM / DD / YYYY



Signature of individual signing on behalf of debtor

William D. Holden
Printed name

Chief Restructuring Officer
Position or relationship to debtor

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re : Chapter 11
Gawker Media, LLC : Case No. 16-_____ ()
Debtor. :
-----X

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure and Rule 7007.1-1 of the Local Bankruptcy Rules for the Southern District of New York, the following are corporations, other than a governmental unit, that directly or indirectly own 10% or more of any class of the Debtor's equity interests:

Shareholder	Approximate Percentage of Shares Held
Gawker Media Group, Inc.	100%

Fill in this information to identify the case and this filing:

Debtor Name Gawker Media, LLC
United States Bankruptcy Court for the: Southern District of NY
(State)
Case number (if known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature


I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/09/2016
MM / DD / YYYY


Signature of individual signing on behalf of debtor

William D. Holden
Printed name

Chief Restructuring Officer
Position or relationship to debtor

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
: In re : Chapter 11
: :
: Gawker Media, LLC : Case No. 16-____ ()
: :
: Debtor. :
: :
-----X

LIST OF CREDITORS HOLDING TOP 20 LARGEST UNSECURED CLAIMS

The above-captioned debtor and debtor in possession (the “Debtor”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code. The following is the list of the Debtor’s creditors holding the twenty (20) largest unsecured claims based on the Debtor’s books and records as of approximately June 9, 2016 (the “Creditor List”). This list is prepared in accordance with Rule 1007(d) of the Federal Rules of Bankruptcy Procedure. The Creditor List does not include (1) persons who come within the definition of “insider” set forth in section 101(31) of the Bankruptcy Code; or (2) secured creditors. The information contained herein shall neither constitute an admission of liability by, nor bind, the Debtor. The information herein, including the failure of the Debtor to list any claim as contingent, liquidated, or disputed, does not constitute a waiver of the Debtor’s right to contest the validity, priority, or amount of any claim.

Fill in this information to identify the case:

Debtor Name: Gawker Media, LLC

United States Bankruptcy Court for the Southern District of New York

Case number (if known): _____

• Check if this is an amended filing

Official Form 204
Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders 12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	Terry Gene Bollea Harder Mirell & Abrams 132 S Rodeo Dr Ste 301 Beverly Hills, CA 90212	Terry Gene Bollea Harder Mirell & Abrams PHONE: 424-203-1600 FAX: EMAIL: charter@hmafirm.com	Litigation	Disputed			\$130,000,000.00
2	Morrison Cohen LLP Attn: General Counsel 909 Third Avenue 27th Floor New York, NY 10022	Morrison Cohen LLP Attn: General Counsel PHONE: 212-735-8640 FAX: EMAIL: dcohen@morrisoncohen.com	Trade Debt				\$115,379.48
3	Risk Strategies Company DeWitt Stern Group 420 Lexington Avenue Suite 2700 New York, NY 10170	Risk Strategies Company DeWitt Stern Group PHONE: 617-330-5700 FAX: EMAIL:	Trade Debt				\$82,300.38
4	SimpleReach, Inc. Attn: General Counsel 122 W. 27th St., 7th Floor New York, NY 10001	SimpleReach, Inc. Attn: General Counsel PHONE: 646-398-7633 FAX: EMAIL: ops@simplereach.com	Trade Debt				\$82,215.06

Debtor Gawker Media, LLC
Name

Case number (if known) _____

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
5	Google Inc. (DoubleClick) Attn: General Counsel 1600 Amphitheatre Parkway Mountain View, CA 94043	Google Inc. (DoubleClick) Attn: General Counsel PHONE: 800-786-6139 FAX: 212-287-1203 EMAIL: collections-us@google.com	Trade Debt				\$67,603.25
6	Cloudinary Ltd. Attn: General Counsel 111 W. Evelyn Ave. Suite 206 Sunnyvale, CA 94086	Cloudinary Ltd. Attn: General Counsel PHONE: FAX: EMAIL: billing@cloudinary.com	Trade Debt				\$54,022.68
7	Krux Digital Attn: General Counsel 660 4th St #269 San Francisco, CA 94107	Krux Digital Attn: General Counsel PHONE: 888-415-5789 FAX: EMAIL: billing@krux.com	Trade Debt				\$51,143.32
8	Fastly Attn: General Counsel 475 Brannan St Ste 320 San Francisco, CA 94107	Fastly Attn: General Counsel PHONE: FAX: marketing@fastly.com EMAIL: billing@fastly.com	Trade Debt				\$42,051.23
9	Fried, Frank, Harris, Shriver & Jacobson LLP Attn: General Counsel One New York Plaza New York, NY 10004-1980	Fried, Frank, Harris, Shriver & Jacobson LLP Attn: General Counsel PHONE: 212-859-8000 FAX: 212-859-4000 EMAIL: annemarie.crouch@friedfrank.com	Trade Debt				\$39,578.48
10	Medialink Attn: General Counsel 1901 Avenue of the Stars Suite 1775 Los Angeles, CA 90067	Medialink Attn: General Counsel PHONE: (310) 424-4444 FAX: EMAIL: accounting@medialink.com	Trade Debt				\$37,800.00
11	DataGram Attn: General Counsel 500 West Madison Street Suite 801 Chicago, IL 60661	DataGram Attn: General Counsel PHONE: (312) 447-2580 FAX: EMAIL: billing@datagram.com	Trade Debt				\$30,006.96
12	Getty Images Attn: General Counsel 605 5th Avenue South Suite 400 Seattle, WA 98104	Getty Images Attn: General Counsel PHONE: 206-925-5000 FAX: 206-925-5623 EMAIL: sales@gettyimages.com	Trade Debt				\$29,680.00

Debtor Gawker Media, LLC
Name _____

Case number (if known) _____

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
13	The Hartford Attn: General Counsel One Hartford Plaza Hartford, CT 6155	The Hartford Attn: General Counsel PHONE: 866-467-8730 FAX: EMAIL:	Trade Debt				\$27,470.60
14	JW Player (Longtail Ad Solutions, Inc.) Longtail Ad Solutions, Inc. 8 West 38th Street Floor 6 New York, NY 10018	JW Player (Longtail Ad Solutions, Inc.) Longtail Ad Solutions, Inc. PHONE: 212-244-0140 FAX: EMAIL: payments@jwplayer.com	Trade Debt				\$22,900.00
15	Specless Attn: General Counsel 116 W. Illinois St Suite 6E-M Chicago, IL 60610	Specless Attn: General Counsel PHONE: 312-212-8491 FAX: EMAIL: steve@gospecless.com	Trade Debt				\$22,500.00
16	Moat Inc. Attn: General Counsel 222 S Albany Street#2 Ithaca, NY 14850	Moat Inc. Attn: General Counsel PHONE: 917-848-1190 FAX: EMAIL: jonah@moat.com	Trade Debt				\$20,443.76
17	Google, Inc. (Analytics) Attn: General Counsel 1600 Amphitheatre Parkway Mountain View, CA 94043	Google, Inc. (Analytics) Attn: General Counsel PHONE: 800-786-6139 FAX: EMAIL: collections-us@google.com	Trade Debt				\$17,500.00
18	Brandtale 588 Broadway Ste 503 New York, NY 10012	Brandtale PHONE: 917-640-4978 FAX: EMAIL: ben@brandtale.com	Trade Debt				\$16,331.25
19	STAQ, INC. Attn: General Counsel 44 West 28th Street 14th Floor New York, NY 10001	STAQ, INC. Attn: General Counsel PHONE: FAX: EMAIL: ar@staq.com	Trade Debt				\$15,750.00
20	Shenker & Bonaparte, LLP Attn: General Counsel 1500 SW 1st Ave #765 Portland, OR 97201	Shenker & Bonaparte, LLP Attn: General Counsel PHONE: 503-294-1118 FAX: EMAIL: brooke@bb-law.net	Trade Debt				\$13,566.84

Fill in this information to identify the case and this filing:

Debtor Name Gawker Media, LLC
United States Bankruptcy Court for the: Southern District of NY
(State)
Case number (if known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

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Declaration and signature

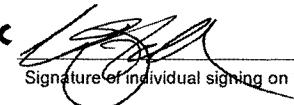
I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of creditors holding 20 largest unsecured claims

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/09/2016
MM / DD / YYYY

x 
Signature of individual signing on behalf of debtor

William D. Holden
Printed name

Chief Restructuring Officer
Position or relationship to debtor

THE GAWKER MEDIA GROUP



Gawker Media Group Announces Purchase Agreement with Ziff Davis

Bankruptcy Auction Process Begins

NEW YORK – June 10, 2016 – Gawker Media Group (“GMG”) has entered into an asset purchase agreement to sell its seven media brands and other assets to Ziff Davis, a global digital media company which operates in the technology, gaming and lifestyle categories and is a subsidiary of j2 Global, Inc.

Nick Denton, GMG’s founder, said: “We are encouraged by the agreement with Ziff Davis, one of the most rigorously managed and profitable companies in digital media. A combination would marry Ziff Davis’ strength in e-commerce, licensing and video with GMG’s premium media brands.”

In order to offer the business free and clear of legal liabilities and maximize value for all stakeholders, GMG subsidiary GM LLC has filed for Chapter 11 protection from creditors. The sale will be conducted through a bankruptcy court supervised auction, in which other bidders may offer a higher price for the company. GMG is being advised by Mark Patricof of Houlihan Lokey.

During the sale process, GMG will maintain normal operations, publishing news and opinion on technology, politics and other interests to its 6 million readers each weekday, and providing advertisers with access to this desirable audience.

The sale and filing are intended to preserve the value of GMG’s pioneering digital news business, safeguard the jobs of journalists and other staff, and allow GMG to fund the appeal against the \$130 million judgment in the Hulk Hogan case against the company in a Florida state court.

Gawker Media Group is putting its properties up for sale after a coordinated barrage of lawsuits intended to put the company out of business and deter its writers from offering critical coverage.

The protection afforded by the bankruptcy filing will allow GMG to exercise its rights to due process. The company is confident it will ultimately prevail in the Hogan lawsuit, but was not able today to obtain from the trial court even a brief stay without onerous conditions to seek relief from the appeals court.

With a distinctive commitment to journalism as an honest conversation between writers and readers, GMG is the only interactive media group to have achieved scale and profitability without outside capital. The company is a leader in online commerce, native advertising and online discussion software, but the driving force is its distinctive editorial mission.

Writer for writer, GMG has broken more important and interesting stories than any other digital news venture.

Gizmodo, the company's technology flagship, has energized the debate about Facebook's control of the news, for example. Deadspin, which provides sports news without access, has exposed the cover-up by the NFL of domestic abuse allegations against players. Lifehacker is the smartest how-to site on the web. Jezebel has defined modern feminist thinking. Jalopnik and Kotaku are among the web's leading sources for news and reviews of cars and video games. And the flagship site itself has shone light on powerful figures from Donald Trump and Hillary Clinton to the new industrialists and investors of Silicon Valley.

"Authentic writing, whether it takes the form of honest reviews of technology, video games and entertainment, or revelations about the way the system works, is more important than ever," says Nick Denton, the founder of GMG. "We have been forced by this litigation to give up our longstanding independence, but our writers remain committed to telling the true stories that underpin credibility with our millions of readers. With stronger backing and disentangled from litigation, they can perform their vital work on more platforms and in different forms."

About Gawker Media Group

Gawker Media Group is one of the largest digital media companies in the United States, reaching a monthly audience of about 100 million readers worldwide, and is majority-owned by founders and employees. Gawker Media's seven influential sites—Gizmodo for technology, Deadspin for sports, Kotaku for gaming, Jezebel for the modern woman, Gawker for politics and satire, Jalopnik for car culture, and Lifehacker for productivity and self-improvement—have been credited by The New York Times with "loosen[ing] up the mainstream media" by engaging in honest conversations with readers. Gawker Media is also a leader in creating innovative advertising and revenue concepts, including affiliate revenue from driving purchases to online retailers, and the company is consistently profitable.

Media Contacts:

For Gawker Media Group
Davidson Goldin

david@goldin.com
(212) 319-3451 ext. 640

For Ziff Davis

Jeremy Fielding / Rachel Posner / Stef Goodsell

jeremy.fielding@kekst.com

rachel.posner@kekst.com

stef.goodsell@kekst.com

(212) 512-4800



Nick Denton

@nicknotned

Even with his billions, Thiel will not silence our writers. Our sites will thrive — under new ownership — and we'll win in court.

RETWEETS

175

LIKES

218



11:17 AM - 10 Jun 2016

175

218